

Return

(210)

1920-21

File No. 117-20

DD files. *Electrification at Jarbanahally.* *P. P.*
Previous References.

Serial Nos. 1-4

referred to the Govt & Bangalore W. & C. & K. R. L.

" " " & Mys. S. & M. Co.

" " " Govt of State for India & the Govt re. Jawahar Films.

er references.

GENERAL & REVENUE SECRETARIAT

Serial Nos.

Forty six

Part B for

February 192

SUBJECT

Electrification of the Pumping
Station at Jarbanahally.

The Chief Electrical Engineer
G 5385/ dated 28.1.26

Forwards twelve spare printed copy
of the agreement referred to above

23309

Serial
No.

per 110120038/1P8/3.11.1920.

1) Forwarded, with Compliments, to
the Chief Secretary to Govt.

Madam B.
Secy to Govt.
P.W.D.

11288
29/20-21

2) Asst Secy P & R.

Please get the previous correspondence
going with Res. from the Engrs office
and note what is the further action to
be taken. The papers may be brought up for
a personal discussion.

not in person & not in the form
being sent. Compared agreement
with the water supply and suggested

MX
25/11/20

CPJ
8/11/20

closed
22/11

3) Subd with a draft to F.A.R.
is personally directed
by the Asst Secy.

It may be kindly
noted that in the draft
agreement no mention of
is made of either the
minimum or the maximum
quantity of power expected
to be supplied. One or two
other minor corrections
have been indicated in
pencil in the draft.

These are only corrections
of simple typographical
mistakes.

2: 23/11

11288

Serial
No.

B
C

47 The agreement has been compared both with the ~~entire supply~~ agreement pending with the Govt. of India, and the agreement with the Spinning Co. The former is an agreement of a diff. kind altogether than that of much use for purposes of specification. The latter however brings to light the absence of ^{the} minimum & maximum wire & the quantity of power to be supplied (vide para 7 of Flag C). It is a matter for consideration whether it would not be possible to specify these limits though the agreement was purport to undertake the supply of electrical energy necessary to run the plant. It is hardly true that ~~it is not possible to~~ it may be said that the main object of the agreement is to guarantee the proper working of the plant irrespective of the quantity of energy involved & this is so, the limits need not be mentioned. There are ~~several points~~ for order with a draft.

See clause 1 - which fixes the quantity as "all electrical energy required"

5) The question of fixing limits to the supply is a ~~technical~~ technical one & since the P.W.D., Electrical Dept have not raised it, it may be presumed that they do not think such a definite limitation necessary. Draft may be approved.

MG
23/11/1

267
257

NOTE - Contr. sheet.

65/11/14/18 member
Dawn
The new agreement

Serial
No.

Forwarded with compliments to the Chief Engineer
in Mysore for perusal of note on the as regards the
main agreement and the disposal of the present
agreement with regard to it.

By order
M. S. S. S. S.
For Chief Secy

8/12/20

Submitted to Secy.

By (11) + E. S. S. S. S.
- 9/12/20

20 DEC 1920

The agreement pending with the Government of
of India relates to the operation of the combined
Jewell Filter Plant and copy of the revised ---
agreement and a note on the correspondence ----
relating to it are put up herewith.

The present agreement which is for supplying
Electric Power to their pumping station has no
bearing on the Filter agreement and may be dealt
with independently.

R. V. Sundaram
For Chief Engineer of Mysore

Serial
No.

9) Subd with references to
para 6 supra.

21/12

21/12

Chief Secy.)

10) 18th member

217
29/12/20

11) Refue sending the draft
apresent to the Secretary for
acceptance letter have it
forwarded by the Secy. & doc. cl.

B. C.

12) Forward with compliments to the Govt.
Advocate for far use of standing.

B. C.

For chief secy

31/12/20

No No.
106

333 5

- JAN 1921

No. 76/1920-21

57/1/1921
CHIEF SECRETARY
POLITICAL BRANCH
5 JAN 1921

13) The draft has been submitted by me
for consideration
4.1.21

Submitted
5.1.21

15) 18th member

16) 18th member

17) 18th member

NOTE—Contn. sheet.

142
51

17) 18th member

Serial
No.

1 To The T a Resident.

No Pol 746 of 11/1/21.

With refce to his letter no L.D.S. 469 of 28.8.20 to the Secy P.W.D. in Mysore forwards a draft agreement drawn in consultation with the Dy. Engr. in the matter of electrification of the pumping plant at the Turbanshalli Pumping Station for the acceptance of Govt India & request ~~the~~ to communicate the acceptance for executing the agreement.

2 From

The District Assistant Resident

No 1688 of 14/2/21 Recd,

stating that the draft agreement refd to in L.D.S. 469 will be held up for the present.

(18) Sd/- with a draft to the Secy P.W.D.

(19) Letter No 104 of 4/1/21 no 10 is being dealt with in P.W. Secy and an abstract of it is placed in the file

2/18/21 (19) For perusal.

NOTE—Contn. sheet.

CHIEF
POLITICAL OFFICER
24 JAN. 1921

DEWAN'S OFFICE.

Recd. on FEB 26 1921

Reg. No. 5597

A

121
21/2Jme
1/2/21

Chief Secy

21)
188 memos
Secy22) Secy
23) Secy
24) Secy25) Secy
26) Secy
27) Secy

mm

18/2

19/2

20/2

Serial
No.

3

To the Secy. P. W. Dept
No 417901 dt. 18.3.21.
For Copy of 2 for
information.

4

From

The Secy. P. W. D.

210 E.S. 495 M 30/4/21

Requesting that the
draft agreement sent to
the Residency may be got
back.

24) Subd with a draft:

2/2/21
Chunsey

25) Ans
28/5/21.

26) If already asking for the
return of the agreement it seems better
to intimate that the
rates for current embargoed
in the draft will be revised as
per June
revised

Forwarded via cump to the
Secy. P. W. D. with the request to be
informed whether the course suggested
above may not be adopted. If so,
the revised rates may be noted.

U.O 147-20

dt. 19.5.21.

29/5/21

29/5/21
M. S. Ching Secy

Serial
No.

61717

Memo: Sds 56/10730-5-1921
IPRECEIVED
GENERAL SECRETARY

31 MAY 1921

27) Returned, with compliments, to the Chief Secretary to Government.

28) There is no objection to the Residency being informed of the proposal to revise the rates for the supply of current embodied in the agreement for working the Turbanahalli Pumping plant.

29) The revision of rates either for increase or decrease within the Civil and Military St area should receive the approval of the Residency before the same is brought into force within limits of that area in accordance with the license granted to the Chief Electrical Engineer.

R. Sundaram

Deputy Secretary to Government

Public Works Department.

30) draft accept.

Am

31-5-21

31) It is subd that the revised rates have not been noted. A reference will not be made. This info serves no useful purpose. It is for consideration who

RECEIVED
R
POLITICAL BRANCH
31 MAY 1921

On enquiry, I am told
it is not to be done. The
Chief Secy: R. Sundaram
Consultation with the
Ctn. Station authorities.

Am
76

V P

File No.

117

of 1920.

25380

(8)

(6)

Serial
No.

flag K

a communication to the Resident is necessary at present as the agreement referred to has been held up.

2. 1/5
32) 1/6 I am informed that the joint report referred to in Res^d letter no 1685 of 14-2-21 is still due.

~~It appears~~ The Secy P.W.D. may be informed that this question was the above he raised in his reply to Res^d letter draft acc^y.

1/6/21

33) Draft sent.

2. 1/5
246

1/6/21

34) 18 members

6429-53

2.6.1921

35) The Residency ~~has~~ has since been addressed to the P.W.D. Sect in the matter of the enhancement of rates for E. power. The rates for lighting, &c being specified & fee from the papers that the A.C.R. (Major Pakenham to Res^d R.R.) & the Expert have been having consultations with our M.E. Secy in preparatory submission of joint report the matter of the water supply. The P.W.D. may be asked to inform what the present position is.

Recd
3.6.21

P.P. File No. 117 of 1920

(9)

Serial
No.

36) Please prepare draft asking for the
return of the agreement on two rats, for
the change to be made for the current
expenses, have been revised & the new rats
have to be inserted

4/6/21
Am
6/6

37) Draft- Subd.

2/6/21
Am
Chessey

38) Am
7/6

39) Subd

To

8/7

Am

5

The Secy to the Hon. The Resident in response
to Pol 114 Dated 7th July, 1921.

With reference to Sl 2 requests that
the draft agreement may kindly be
returned for being revised

6

From

The Secy to the Resident
2604111 9-7-21

Returning the draft-
agreement refd to in Sl 5-

40) Subd with a draft to the
Secy P.O.D.

2/12/21

Am
14/7

General and Revenue
Secretariat.

P.P. File No. 117 of 19 20. 99.

Serial
No.

- 7 To
The Secretary to Govt, P.W.D.
No 305 / D 16-7-21
With reference to Sl 4 returns the draft
Agreement with 2 spare Copies.
8 From
The Dy Secy to Govt, P.W.D.
No 35 / D 26/7/21
Requesting that the
file of papers relating to his
Office may be returned
42) Subd with a draft.
9/11/21 43) Vm
28/7/21
- 9 To
The Deputy Secretary to Government
P.W.D.
No. 533 D 3-8-21.
With refce to Sl 8, returns the file of
papers relating to his office.
10 From
The Secy to The Resident.
No 6852 D 3/8/21
Requesting that the
draft agreement refd to in Sl 6
May be returned with the revised
rates duly inserted therein.
44) Subd with a draft.
9/11/21 45) Vm
28/7/21

Serial
No.

11

To

The Secretary to the Public Works
No. 790 D/ 12-8-21.

Requests him to return the draft agree-
for the electrification of pumping plant
at Turbanahalli with the revised rate
for electric power duly inserted therein.

12

From

The Secy. to the Resident.
No. 8834 D/ 8. 10. 21.

Invites reply to his previous com-
munication of 3.8.21 and requests
the return of the draft agreement early.

13

To

The Secy. P. W. D.
No. 2148/P.P. D/ 20. 10. 21.

Invites reply to the communication
of 12.8.21 and requests the return of the
draft agreement.

14

From

The Secy. P. W. D.
No. 193 D/ 29. 10. 1921.

Returns the draft agreement with the
revised rates duly inserted therein.

P.P. File No. ¹¹⁷~~217~~ of 1920

1502

Serial
No.

116

From

The Secy to Govt. P.W.D.

110 F.D.S. 193 of 29.10.21

Recd 21

Forwarding the
draft agreement for the
electrification of the pump
plant at Marabananthale
with the revised rates for
the supply of electric
power duly inserted there

46) Subd

The draft agreement
is for approval before
it is sent to the Resident.

47) If appd, it will be for- sent to the
2/ Mr. An. for the Reg. for before taking further
action
11/11 checked 7/11

48) Measuring up - When is the original
draft returned to the Reg? (Mr. has
been asked to be ahead)

49) Subd All the alterations & suggestions
by the Govt. Advocate in his letter
of 21.9.20 had all been embodied

P. J. File No. 117 of 1920

Serial
No.

in the original draft agreement
which was sent to the Presidency & got back.
Hence the reference in the
present letter to these
alterations is misleading.

50) The only points for
consideration are the additions
and alterations now made
by the Chief Electrical Engineer
(vide para 3 of P.M.D.).

51) A statement showing
side by side the original
draft and the revised draft
now furnished is put up
for purposes of reference.
The additions and alterations
now suggested have been
indicated in red type in
the statement.

2/11/21 ✓ 52) Am
16/11 Chief Eng. 16/11

53) The revised draft appears to be
mutually agreed upon by
the Rs & S 54) be
1st member / 2nd member of 16/11
Sewar 17/11

SEWAN'S OFFICE

NOV 18 1921

2854

18

17/11

G. R. S. III-2]

General and Revenue
Secretariat.

P.P. File No. 47 of 19 20

Serial
No.

55) The schedule of rates under para 13 has not been correctly prepared. It omits the first column giving the rated load in the horse power of the motor (vide Chief Electrical Engineer's draft).

new

26/11

in
reply

56) Submitted

The first column in para 13 refd to which had been cut out while pasting it to the full sheet of paper has been inserted - The omission is regretted

For the Secy.
General and Revenue
Secretariat
22/11/21

2/11/21
22/11

From Secy. P.W. Dept.

N. 8. D. S. 232 of 22. 11. 1921

Forwards a copy of letter of 15. 11. 21 from the Chief Electrical Engr proposing modification in para 9 of the old agreement relating to the electrification of the pumping plant at Turban hall.

Serial
No.

15

From

The Secy to Govt. P.W.D.

710 F.D.S. 232 dt 24/11/21

Forwarding for
needful action a letter from
the Chief Electrical Engineer
suggesting certain
alterations to the draft
agreement.

57) Enclt

The subject of para 9 of the old
agreement as well as of the revised
agreement in the file is quite
different from the one now proposed
to be substituted by the Chief
Electrical Engineer.

hm
24/11/21

59) Returned to the P.W.D.

With Secy for Verification of the
amendment suggested on 24/11

P.W.D.

58)

The present letter is not
intelligible. Does it
suppose the 'expert advice'
clause, or the arbitration
clause, or the 'Schedule of rates'
clause.

~~It is~~ It is highly ascertain
that the P.W.D. has been
informed of the P.W.D. and
is available there, a draft of
explaining the difficulties may
be put up to the Secy.

24/11

27890

Public works
Secretariat.

I.P. File No. 407 of 1920.

1836
1264Serial
No.

U.O. No. E.D.S. 259

12-12-1921.

RECEIVED
12 DEC 1921

(60) This office letter No.E.D.S.232/1.P. dated 22nd November 1921 refers to the modification - proposed to be made in paragraph 9 of the ----- agreement for the installation and operation of the Combined Jewell Filters at Bangalore, which is pending disposal in this Secretariat.

(61) The letter may please be cancelled, as it has no bearing on the agreement for the operation of the Turbanhalli Pumping plant.

M. Nanjappa

FOR CHIEF ENGINEER OF MYSORE,

Bangalore,

22 December 1921.

A.N/9-12.

(62) Subd with a Draft forwarding the 2nd draft - revised agreement - 2/12/21 to the Residency. Revised Schedule of Rates have been since entered in para 13 of the Comparative Statement.

Chief Secy

(63)

Recd -
14/12

Dewan

1st member

(64)

Draft approved by Dewan
16.12.21

(65)

15/1

DEWAN'S OFFICE.

RECD. CHIEF SEC 15 1921

3348

NOTE—Contn. sheet.

27
17/12

Serial
No.

16

To

The Secy to the Resident.
N. Pol 564 d 27. 12. 21.With refce to Sl. 120 supra from
the Draft of a revised agreement
requests to communicate the app
of the Govt of India to the agreement

filed 1 P in 2
collections the
draft agreement
sent to Mr
M. Narasimhaiah
Asst Secy P.W.D.
on 11-2-22
vide no 10

The P.W.D collection.
(1P) recd back on
17-2-22 and placed in the
file.

17

From

The Secy. P.W. Dept.
N. G.D.S. 391/P d 27. 2. 1922.

Forwards a copy of letter d 21. 12. 1921
from the Residency stating that the rates
for power supply sanctioned in G.O. d
31st May 1921 should not be made binding
in respect of power to be supplied to the
Pumping Station at Tuvummal.

66) Subd for orders

Y. M. W.
d 28/2

67) The new rates have been

Serial
No.

Claimed in the revised Agreement (vide para 2 of letter no Pol-56487-27-12-21) to the Res 4.

Chipscoy 68) Am
1/8/22

69) Submit for perusal - The request contained in the Res 3 letter will have to be negatived, but before taking further action, the C.F.E. make request of avam for his remarks

25/2/3
1st member) 70) This is agreed
Sewan) 2/3

71) Write C.F.E. & then submit to Sewan for perusal

72) 3/3

Draft put up -

2/3 73) 2/3

Red ink
and
Sewan

Submit for perusal

Sewan

Am
2/3

18
3096

General and Revenue
Secretariat.

P.P File No. 117 of 1920

Serial
No.

18

From

The Secretary to the Resident.
No 2145 D. 4. 3. 1922.

With reference to El 16 supra, suggests
that a representative of the Dombare
may be deputed to meet and confer
with representatives of the Municipal
Commission, C & M Station, Bangalore
and the Dy Asst Director of Military
Works, Bangalore in regard to the
rate for the pumping plant at
Turbanahalli etc.

Serial
No.

74)

A further letter has been recd from the Resd
suggesting a confer in regard to the rate for the Pumping
plant Subd for orders on it.

Chunsee

Bm
673.

75)

Same as above

9/3

19

To The Chief Electrical Engineer.

No 5665/P.P D. 10. 3. 1922.

Forwards copies of letters referred to in El 18
above and requests to be favoured with his
views on the requests and suggestions con-
tained therein.

P.P File No. 117 of 19 20.

445

3496

Serial
No.

From

The Chief Electrical Engineer.
No. 114 D. 18. 3. 1922.

With reference to S. C. supra states
that he may be appointed to act as the
representative of the Dewbar and author-
ised to communicate direct with the
Presdt. C & M Station, with a view of
arranging a meeting so as to get
the agreement approved of and ready
for signature when the Dy. Asst. Dir.
of Military Works comes to Bangalore
and furnishes the opinion called
for -

76) Submitted

2/1/22

20/3 77) as per submt. for
approval -

(no reference is made with
the question of representation that
might be made by the Com. the line
comm. - up to the 1st 11/4/22
of 21.12.22 to the Secy Mo. D. the
Secy Mo. D. has not referred to the
subject & is apparently dealing
with it himself)

78) (S. C. M.)

This should be the 2nd in the
1st instance. 78th letter

DEWAN'S OFFICE.

Recd. on MAR 22 1922

Reg. No. 4965

Serial
No.

letter in the connection of
that the the 4 of 7 and
up to 1000/1000 - 1000 to
Club. Stand now.

79) 16/3
27/3

5097-276
27.3.22

80)

The draft reply to the Residency
seems to be suitable.

There was recently a file before
me in which the C & M the water
supply question was referred. The
present position is indicated in it.

The file may be obtained from the
P.W.D. Dept. & submitted for the information
of the Dewan.

28/3/22

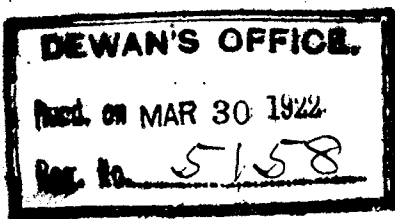
81)

A. A requisition has been sent to
the P.W. Dept for the file. It will
(1) be returned when received.

the draft in the

(2) file will, if approved, be sent
series 82) (1) Let it be worked
Dewan (2) Yes. 29/3

3/4 83)
3/4



Serial
No.

21.

To

The Secretary to the Resident
No. Pol. 915 of 5. 4. 1922.

With refree to Sl 21. supra, states that the Durbar have no objection to depute Mr. S. G. Forbes, Chief Electrical Engr to explain and discuss the whole question of the agreement &c. and that Govt do not consider that it would be expedient to make an exception in the case of Jarabana Halli Pump Station &c.

To

The Chief Electrical Engineer.
No. 6186/P.P. of 5. 4. 1922.

Forwards for inform & guidance copy of letter refd to in Sl 21 above.

22

From

The Chief Electrical Engineer.
No. 2776 of 22. 4. 1922

With refree to Sl 21 above, states that he met the Water Sub-Committee on 21st morning at the C & M. Station President's Council Chamber and after discussing ^{the matter} certain alterations in the agreement were made as noted in the letter and encloses 2 copies of the revised agreement for inform & transmission to Hon'ble the British Resident.

(23)

Serial
No.

23

From

The Secy to the President
110. 4095-4210/21
inquiring when the
revised draft-agreement-
regarding the electrification
1)- the pumping plant
at Warbarkhali may
be completed.

Sibb

The file connected
with this was sent to
The Secy P.W.D. on 28-4-22

2/12/5-

To avoid delay, the Secy. P.W.D. will be
requested to expedite the
return of the file.
Chief Secy

Forwarded 24/0
with compliments to the
Secretary P.W.D. for
necessary action
and very early return
of the file.

By order

Chief Secy

12/5/22

2/ to Govt.

Household accounts with the
Measurment and report B.S. sent

PP File No. 117 of 1920.

4271

Serial
No.

Draft sent up -

E. W. W.
12/5done
mg
12/5

24

To The Secy to Govt. P. W. Dept.

N. 6987/PP d. 13. 5. 1922.

Requests the return of file P.P. 117-20
which was sent for his opinion.

25

From

The Secy to Govt. P. W. Dept.

N. 809 d. 15. 5. 1922

states that the file was returned
with his observations on 15th June.

Subd

The file is linked -

E. W. W.
17/5

G. R. S. III-2,

General and Revenue
Secretariat.

PP

File No. 117 of 1920

(25)

2009
3645-

Serial
No.

84)

Subd for orders. This may perhaps
be sent to the P.W. Secy for
information & remarks if any.
emergence? 85) as
ref

86) as
ref

87)

Forwarded 24/5 with
compliments to the Secy
to Govt, P.W.D., for
favour of remarks, if
any, and return.
By order,

Forwards

28/4/22

for Chief Secy
to Govt

urgent

Eds) W.H.
29/4/22

no. 528 D) 15th May 1922
E.S.

88)

Returned, with compliments, to the Chief
Secretary to Government, with the following --
observations:-

89)

The word "pump" occurring in the third
of para 5 of the revised agreement is used in
singular whereas in the original draft it was

NOTE—Contn. sheet.

W.H.

Serial
No.

in plural-

90) In line 12 of the same para the words ----
"within 30 minutes of such stoppage" are used in
place of "as early as possible". The modification
may be allowed to remain as the Chief Electrical
Engineer is apparently agreeable to the change-

91) In line 13 "any cause" is inserted instead
of "any of the aforesaid causes". The omission
does not affect the agreement in any way; rather
it is in favour of the Electrical Department-

92) The words "in Bangalore" are omitted in --
para 6, line 1, between "SUPPLIER" and "BY MONTHLY".
It is desirable to specify the place of payment for
power supply-

93) Para 7 (1) Rating of motors after they have
been started. The clause is somewhat loosely --
worded. Such a condition is not contemplated in
the agreement concluded with Binny Mills and the
Maharaja's Mills-

94) The additions made in para 8, line 2, "for
one hour once a month" and lines 6 and 7 "such --
interruptions three months" are with the
consent of the Chief Electrical Engineer and may
be allowed to stand-

*This is not new -
it was in the draft
submitted on 29.10.20
See 117.*

K. Adamb
SECRETARY TO GOVERNMENT,
PUBLIC WORKS DEPARTMENT

(27)

(45)

G. R. S. III-2,

General and Revenue
Secretariat.

P.P. File No.

117

of 1920

3645
4059Serial
No.

95) Subd for orders with copies
of the agreements refd to
in the P.D. Secy's note.

96) A reminder calling for
a revised draft has
also been received from
the Presidency.

97)

Para 5 = Probably the amount of the bill
is ~~usually~~ paid by means of a cheque
to the Madras Bank. (Principal branch)
therefore it may not be necessary to specify
the place of payment.

Para 6. - The Chief Electrical Engineer
is consulted on this

Chief Secy

17/57

98)

- 1 O.K. Para 5. 'Pump' ^{maybe} changed to "Pumps".
2 Not necessary. 6. ~~no remark~~ "in Bangalore" ^{maybe} inserted.
3 O.K. 7 (1) "Infra supra" should be "in para 6 but"
4 (2) 'Clause 6' maybe "para 6" as

O.K.

The word para is used all along -

5. This para should
stand as worded

8. "Three hours once in three months" should
be "Three hours in three months".

This may now be forwarded to C.E.E.
back with the above suggestions and all
right. (Should be heard as very urgent)

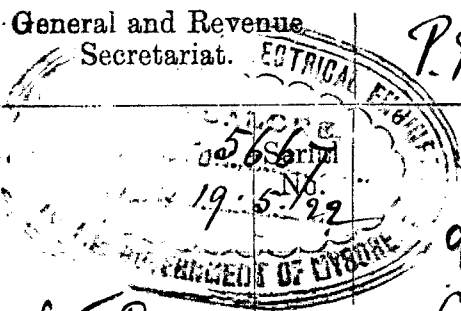
18/5

(28)

(26)

General and Revenue
Secretariat.

P.P. File No. 117 of 1920

4069
3645

No. 659

19/5/22

C. S. V.
19/5/22

99) Forwarded 24/0 with
Compliments to the Chief-
Electrical Engineer for
favour of remarks as to
whether the above suggestion
are all right.

By order

Return to me at
Bangalore
27/5/22

J. A. V. G. J. G. J. G.
For Chief Secy
to Govt.

ELECTRICAL DEPARTMENT.

OFFICE OF THE CHIEF ELECTRICAL
ENGINEER TO THE GOVERNMENT OF

MYSORE, BANGALORE

Date 6th June 1922.

File No.

65915

of 19

CHIEF SECRETARY

9 - JUN 1922

Serial

No.

Returned to the Chief Secretary

to Government, with reference to his
No.65 dated the 19th May 1922, with the
following remarks:-

1. In para 5, the word "Pump" should be changed to "Pumps".
2. It is not necessary to insert the words "In Bangalore" in para 6 as naturally payment will be made to the Supplier at the place from which the bills are dated.
3. With reference to para 7 (i) the first line should read "For the purpose of arriving at the rated H.P. in para 6 supra x x x x"
4. Para 7(2) The word "Clause" may be changed to "Para"
5. Para 8. The wording of this para should stand as given in the revised agreement as it is intended that the monthly one hour interruption may extend to 3 hours once in 3 months, that is, the intention is that the para should provide for a single stoppage of 3 hours once in 3 months in lieu of one hour each month. This is the wording we have in several other agreements.

SGF-PRN

Chief Electrical Engr.

(30)

4069

Serial
No.(101) Sub-d with a draft to the
Residency-(102) It approved the agreement
will be corrected in accordance
with the Chief Electrical Engg
24/6 24/6-24/6-24/6 24/6-24/6-
24/6 24/6-24/6- (103) 24/6, correct submit

(104) Resub-d duly corrected 24/6

24/6 24/6-24/6-

(105) Drafting approved
(24/6 24/6-24/6-)7244-22
19.6.22

(106) Draft approved 24/6

Recd

20.6.22

(107) 24/6

26 To

The Secretary to the Resident

Pol No. 1327 Dg 24-6-22

Forwards 3 copies of re
draft agreement for the
electrification of the pump
plant at Turbambali
that the necessary work is

(31)

G. R. S. III-2]

General and Revenue
Secretariat.

P. P File No. 117 of 1920

4069
4271

Serial
No.

(H) 406

by the Govt. of India may be
communicated.

(32)

G.R.S. III-3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

108) Revised Agreement re
electrification of pumping
plant -

109) The Chief Eng^r & Medaba
this.

110) The revised report
finally agreed by the
Chief Eng^r, and
approval of its members
was sent to the
Res^t on the 24th
June 1922

111) *See 110*
24/7

PP
24/7/22 *See 110*

N.B.—Should routine notes be written on small slips,
the notes must be copied, or slips pasted on

Serial
No.

27

from

The Secy to the Resident

No. 241/45-A-1899-29/1/2

Recd 10,

forwarding for
remembrance a statement
showing the observations
made by the Solicitor ~~to~~ to the
Govt of India and by an
Officer with expert knowledge
of electricity in the draft
agreement.

112) Subd with a draft to
the Chief Electrical Engr.

2/2
C. 12/1

11/11/12

113)

Ch. Secy.

Issues submit to 1st member

Review for principle

by
15/1

114)

While the app. the C.E.E. is awaited
we might as well submit the first
draft to us.

by
15/1

11/11/12

(34)

22

G. R. S. III-2]

General and Revenue
Secretariat.

P.P. File No. 117 of 1922

Serial
No.
28

To

The Chief Electrical Engineer
in Mysore.

N. G. 1198/P.P. d. 17. 1. 1923

With reference to Sl. 22 supra,
forwards a statement showing
the comments made by the Technical
Advisor of the Govt of India
on the draft agreement relating
to the electrification of the Pannip
Plant at Turbanchalli and re-
quests to favour Govt with his
views in the matter etc.

115)

Subd with refree to Chief Secy's order
in para 11.3 supra.

call
18/1

For submission to 1st mem
and Dewan for perusal

18

19/1/23.

116)
19/1/23.

1st Member
Dewan

23. The Ch. Secy reply
may be awaited but I have
gone thro the statement recd with the
Reng. deker & as far as I am able to
see does not appear to be any difficulty
on the technical side. In fact the Expert spec
here are more in favour of our proposal

606/- 745.
26.1.23.

... is
... via
...
...

(357)

Serial
No.

DEWAN'S OFFICE.

Recd. on JAN 30 1923

Reg. No. 4431

Have the recommendations of the C. of S. on G. A. Has. I think. The certificate in the usual form.

Recd
27.1.23

27/1/23 CE Sup. where may
be
9.2

MSR
18
10/2/23
29

From

The Chief Electrical Engr.
No. 920 N 2/2/23 Recd
Furnishing the opinion
called for in S. 28 of
the suggested modification
to the draft agreement
Subd with reference
paras 116 & 117 supra for
orders as to whether
Govt Advocate may
be consulted -

2/10/2

MSR
16/2/23

Ch. Secy

Can be met for hours
mg & not be necessary see

Why is this sent to
me so late as the 14th?

G.M.

NOTE—Contn. sheet.

This file was sent up to me
late on the 10th, 11th was
a Sunday, 12th took the train
& myself was on leave 13th a Holiday. Hence

P. P. File No.

117

of 1920

Serial
No.

after the views of the C.E.F. have been
communicated. The Res.

Please prepare draft. Also embodying these views. (I have indicated in pencil in the C.E.E's work under clauses 1, 2, & 3 the ~~main points~~ lines of the draft)

My dear Mr. Keaton, my regret

Immediate 1912
mas
1912

Draft - foul - 24/2 -

2/20/28

Sub 2. with slight modifns...

22/2/23

Ch. Gray.

Midast may be approved.

Redaureau. The C.E. F's interpretation
of the effect of chlorine is not quite correct.
The C.F. will come in if the 3 members
of the committee don't give a unanimous
decision. But a separate procedure is

Kind attention is
invited to ^{my} pencil
remarks on the draft.

Indy

Serial
No.

necessity the 1st member ~~member~~
represent the supplies & the
income do not appear to the
2nd member.

1st member

3/3/23
31/

not approved

Recd
6.3.23

18 measure & amount to C.E.F.

6/3
31/

7177-50
3.3.23

Recd.
7/3

30 To The Secy. to the Resident.

Nº Pol. 829 of 7. 3. 1923.

With reference to Sl 27 supra,
requests to expedite the completion
of the agreement relating to the
electrification of the Pumping Plant
at Turbanahalli so that the pumping
station may be electrified as early as
possible.

31 To The Chief Electrical Engineer.

Nº G. 4356/P.P. of 8. 3. 1923

Forwards for informant copy of letter
referred to in Sl 30 above.

Amrs

Serial
No.

32

From the Secy to the Resident
No 6990
43A-1899, dt 31.8.1922
Forwards the Agreement in
duplicate duly engrossed for signature
and requests that it may be return
after execution by His Highness the
Maharaja.

Subd

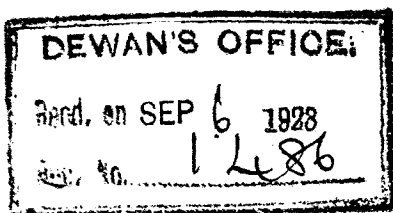
The agreements have to
be signed by the Dewan.

The agreement is in
accordance with the final
draft sent to the Resident
with this office letter of
the 24th June 1922 and
modified by letter of
7th March 1922.

2/9/22

Chief Secy.

4.9.22



Before sending, please
fill up blank except
date.
Shawn to the Chief Secy
for filling up blank, except
date.

NOTE—Contn. sheet.
Sign the name, to be
sent.

for K. G. 1

Manuscript approved + signature
Secy Secy signed
Signature 4/9/22
The Dewan's signature requires to be
attested by two (two)
2 Supd, Dewan's office for forwarding
the duplicate 4.9.22

Serial
No.

Attested and returned

QdL

8/9/23

Sub^d with a draft ^{returning} forwarding the a,
ment to the Resident.

by
10/9/23

by

Jghe
10.9.23

33

To Jhe Secy to the Resident

No Pol 221

dt 11.9.1922

Returns the Agreement in
duplicate duly signed by the Secy
on behalf of H. H. the Maharaja.

34

From Jhe Secy to the Resident

No 7403

dt 14.9.1922

USA-1899

Requests that the Agreement
may be duly sealed and returned

35

From Jhe Ch. Electrical Engineer

No 1668

dt 4.9.1923

States that the electrification
to Jambanhalli Pumping Station is
completed and the ~~electric~~ electric
driven pump started up on 1st 8/9
1923.

36

To Jhe Secy to the Resident

No Pol 254

dt 20.9

Returns duly sealed the
Agreement in duplicate.

5752 (40)

(58)

G. R. S. III-2]

General and Revenue
Secretariat.

P. P. File No. 117

of 1920

Serial
No.

37

To The Ch. Electrical Engineer.

No 9 5064

dt 20.9.1920

States that the Agreement has
been sent to the Resident for
transmission to the Govt. of India
for execution.

38

From The Secy to the Resident

No 3140

dt 11.4.1924

USA-1899

With ref to 36 states that
the Army Department have suggested
certain modifications in the agreement
and requests to be favoured with the
views of the Mysore Govt.

Sic?

The Chief Electrical Engr
will if approved be consn.

240

Only
1574

2/ Chief Secy)
15/11

1588
1574

The final agreement recd from the
Res. has been signed by the Secy.
it will remain in the Secy's hands
beginning of the Secy of State.
We have to look in & cannot put the
modifications. Please note what
are the modifications. Some of these are
technical but will be put in the

Serial
No.

Submitted.

Modifications have been suggested to the terms in clauses 4, 6, 11 and 15. Clause 12 in the revised draft is a new addition. The terms of the original final draft which are now proposed to be modified are indicated below:-

(i) Clause 4-- The percentage of variation -- between the two sets of Meters which was originally "five" has now been proposed to be altered to "three". The original terms of the agreement as to the percentage of variation to entitle the Consumer to demand a test and claim for a reduction in the accounts was suggested by the technical advisers of the Government of India and accepted by this Government.

(ii) Clause 6-- According to the accepted agreement the time allowed for the Consumer for the payment of Monthly bills was "two weeks" and this is now proposed to be altered to "three weeks". The original term of two weeks was suggested by this Government and accepted by the Government of India.

The alteration of para No. from "13" to "14" in the same clause is in consequence of the addition of a new clause No. 12.

(iii) Clause 11-- The addition viz., "at once on giving notice to the Supplier" is one newly proposed.

(iv) Clause 12-- This is a New clause now proposed to be added.

(v) Clause 15-- The terms of the original agreement read as follows:-

*I think there is
justification for
any change being
made now*

*may be sent
to C.E.E.
for no objection*

ditto.

For C.E.E.'s opinion

(42)

(40)

Serial
No.

" Clause 14. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. In case the Members of the Committee appointed by the Consumer and the Supplier cannot agree as to the selection of a third member, he should be nominated by the Resident in Mysore for the time being. The decision of such Committee not being unanimous, the said questions with the reports of the Committee thereon the evidence recorded before them and any further -- evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore, for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

The provision at A supra was added at the -- instance of the technical advisors of the Government of India and the rest of the clause was originally suggested by this Government and accepted by the Government of India.

The modification now suggested to this paragraph materially differs from the terms of the agreement originally accepted as it makes the Resident the

Serial
No.

final authority for deciding disputes or differences
instead of the Chief Judge of the Chief Court of
Mysore.

2/16/4

Re i bin. Please see margin

Rev. I don't think we can appt
this at all. The supply of power is
within the jurisdiction of the Chief Court,
& not of the Resident. The present
order. The Resident, as the
head of the administrative of the
com'm is in a sense, an
interested party. This cannot be
said of the Chief Judge -

Please now refer to C. E. E. urgent for favour
of opinion on the several points

U.O. 83/PP of 16.4.24

Forwarded 24/4 with
compliments to the Chief
Electrical Engineer for
favour of opinion on the
points raised.

16/4/24

For order
J. H. V. G.
For Chief Secy
to Govt

(44)

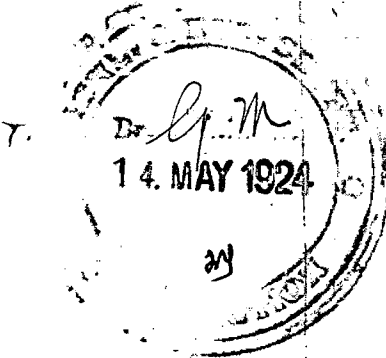
5752

(42)

Serial
No.Un. O. no. 7498 ^{file of papers} Dated 14th May 24.

Returned to the Chief
Secy to Govt. w/ compliments
My remarks are made
in the tabular statement
sent herewith

S. P. D. S.
10/5



11688
12.5.

Subd

The Chief Electrical Engr
~~Suggested modifications~~ agrees
to the modifications
now suggested by the
Joint authorities with
the exception of the
alteration suggested in
clause 15 of the revised
draft. This he says is
for Govt to decide.

J. 15/5 ^{15/5}

Chief Secy)

only
15/5

The proposed para 15 must be
accepted.

This proposal of C.E.E may be accepted
except that para 12 & 13 (new) must
be made into one.

Memorandum

16/5
ok

Serial
No.

Draft Sub?

2/19/25^{TSS} Chief Secy. 19/5~~Have receipt for~~

I doubt whether the 1st col. in the C.E. E's tabular is a correct copy of the agreement as finally accepted by us & signed by the Division. E.g. when the address to (18) clause is agreed is under 7.3.23. Let me have a correct copy of the agreement as finally accepted by us & signed by the Division. Clause 15 requires careful examn. If an umpire is appointed. The time his decision will be final when the arbitrators do not agree. The whole question will have to be referred to the Secy after a correct copy of the agreement is accepted by us is put up.

Sub?

2/15 only

The 1st col. in the Chief Electrical Engineer's tabular statement was only the

Serial
No.

agreement - as originally proposed by him. Additions and alterations have been made and it is now a correct copy of the agreement as finally accepted (vide draft sent to the Presidency with letter of the 24th June 22 and modified by letter of 7th March 1923).

With regard to para 15 of the revised agreement it may be noted that the nomination of an umpire by the President has not been agreed to. What has been accepted is that in case the members of the Committee appointed by the Consumers & the Supplier cannot agree as to selection of a third, he should be nominated by the President.

The opinion of the
2/24/23 T.S.S. 26/8 L.S. has been taken.

(47)

Serial
No.

Wm. Pearson & Co. to me as per
Nagappa's return to you 6

27/11-
ad

Have discussed this with the Secs.
L & C Dept & explained the situation
to him.

Inwarded with complete / no
 corrupting clauses of the agreement
 3075
 only

Lees 6 v 2 sept

My opinion with a draft of
a new clause in place of No 15,
is enclosed herein in a cover.

Chief Tex.
with compls }

Manjures the notebook to Mr.
Nayappa for a morning
the rest - await return,

(48)

O P I N I O N.

Clause 14 as finally accepted seems to be defective and does not express the intention of the contracting parties clearly. It is not clear whether the unanimous decision of Committee composed of three persons (one to be appointed by each party and the third to be mutually agreed upon by the appointees) shall be final and binding on the parties. The matter in dispute has been stated to be first submitted to a Committee. This language does not clearly indicate that the matter has been referred to arbitration of this committee. Under these circumstances a doubt might arise whether the matter has been merely submitted for the opinion of the Committee, in which case even their unanimous opinion will not be binding. It may be doubted whether such an opinion can be considered as an award within the meaning of the Arbitration Regulation and whether the provisions of the Arbitration Regulation will apply to such an opinion.

I believe the intention of the contracting parties is to refer all future differences to the Arbitration of three persons, one appointed by the supplier, one appointed by the consumer and the third to be mutually agreed upon by the said two appointees and in case of difference between the two appointees the Resident should nominate the third member and that the Unanimous opinion of these three should bind all parties as an award by the arbitrators. If these persons differ in opinion i.e., their decision not being unanimous, reference should be made to the Chief

Judge of Mysore whose opinion will be final in such cases. The effect of the proposal contained in Clause 15 is diametrically opposed to the intention of the parties. The proposed agreement contemplates the appointment of Umpire before arbitrators taking the burden of a reference. It contains the following:--

"The award of the arbitrators shall be final and binding upon the parties hereto." Nothing is said about the functions of the Umpire. In such a case what useful purpose will be served by the appointment of the Umpire. The function of the Umpire as contained in the first schedule Clause 8 is that when there is difference of opinion among the arbitrators, his opinion shall be final. Here no function is assigned to him. For practical purposes the two arbitrators would serve the purpose instead of an Umpire, Whereas the intention of the parties is that if there be unanimity between the three persons that should bind the contracting parties. Here in this case the opinion of two persons will bind them. In clause 14 reference has to be made to the Chief Judge of Mysore who has to consider the evidence taken by the arbitrators and the evidence that may be desired by either party to be taken and pass the final award. There is nothing to indicate that the evidence should be sent to him. Only the matter in dispute will be referred to him, not the evidence recorded before the arbitrators nor the further evidence that may be desired by either party hereto. It is doubted whether

concerned Branches to
please Note

The R.C. of CS, 1991
be & c. 1991
seems to lack for
their departmental subordinates
are found acting in several cases
B.D.K.

16.9.1946
The Member in charge seems to
have replied that in Mysore
Govt. is spending nearly 50 lakhs
in 1933 for education in the state
the 80 dept. lacks all
etiquette, including the
university. I believe

that these departments should
be ~~separated~~
and be completely set apart.

Neither proportionate justice
exists in these 2 depts.
Seniority has been overlooked.
As agricultural dept. has
told by R.A. 23 to be a
money losing dept. -
Ed Dept. is totally good
is attracting good
govt. both from
the people & by the
govt. staff.

16.9.1946

advantageous to have the matter referred to the Resident as a final authority instead of to the Chief Judge who is undoubtedly the experienced judicial officer and holding the highest judicial post in the State.

With a view to remove the defect in Clause 14 and in accordance with the intention of the parties I would suggest the following!--

"In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the - - rights, duties or liabilities of either of the parties under or in connection with this agreement, then and in every such case the dispute or difference shall first be referred to a committee consisting of three persons one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. If either party shall refuse or neglect to nominate a member of the Committee within 20 days after the other shall have nominated a member and served a written notice upon the other requiring the appointment - of a member, ^{shall} ~~he should~~ ^{By} be nominated by the Resident in Mysore for the time being. In such a case, if the members so appointed do not mutually agree to the appointment of a third member, ^{of a third member} ~~no nomination shall~~ be made and the unanimous opinion of the two members shall be final and binding on the parties and persons claiming under them respectively. In case the members of the committee appointed by the Consumer and the supplier ^{only} and not nominated by the Resident as aforesaid, ~~cannot~~ ^{shall} agree as to the selection of a third member within 30 days of their appointment, ^{Such third member shall} ~~he should~~ ^{By} be nominated by the Resident in Mysore for the time being. The unanimous decision of such a committee shall be final and binding on the parties and persons claiming under them respectively as if it is an award made by arbitrators. ¹ In case ² the decision of such a committee not

(51)

being unanimous, the matter in dispute or difference with the reports of the committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore, for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore."

I have adopted the clause relating to the appointment of members of Committee in case of failure of either party appointing a member etc. This is necessary, for the provisions of Section 1 of the Arbitration Act, 1924, obliges, in the absence of such a provision, to make one of the members of the Committee appointed by one party a sole arbitrator if there will be no room for a third arbitrator. If not desired, they may substitute 'residents' by an Dewan or any person.

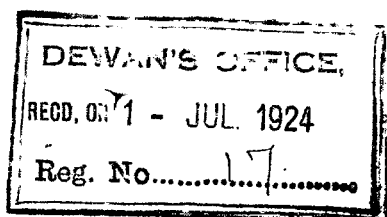
Shagobha

53-1-24

S. M.

(52)

Serial
No.



A draft of a letter to the K&S is
submitted for consideration. - The
revised clause is as proposed in the
B. H. Lee's note has been further
discussed with him & I believe
he is agreeable to the slight modification
made in the draft as now put up.

Sewan

376

thru 2nd sec

Coals

There is no other ^{for the} draft now put up, being adroit

May 15th 1896. After sale. (The 17th)
 1st m^r. Who was kind
 to have it once. 1/2

2. /

187 members) 3/7/22

N. seems to see that clause 74 has been made unnecessarily complex. There is no need for an umpire as his decision in case 2 is different 2 pieces between two numbers is proposed for binding. His appointment of 2 a 3rd member of an arbitration board may be dispensed with. If the opinion 2

NOTE—Contn. sheet.

(53)

5752

8m

Serial
No.

his two arbitrators one of whom will be a nominee
of the first party is unanimous, then it will
be binding upon both the ^{parties} ~~parties~~, but if there is a
difference of opinion, the question will have to
be referred to the Chief Judge of the Chief Court.
This is simple enough. A 3rd man is appointed
to secure a majority if the decision is to be
binding, but when in case of a difference
his decision is not to be binding, then this
is no use of appointing a 3rd man. The
Custodian may manage both two members
of his side being appointed and will have
his majority on his side. He will be giving
an artificial value to his decision and
his may become subject to ^{influence} ~~influence~~ ^{influence} ~~influence~~
of his judge. It is better to place his position
on the same footing as for and his then
adjusted and his Chief Judge can keep well
arbitrate between his two. If his view
is accepted, the clause may be suitably
modified.

Lafcel

Mti

4/7

Dewan Secy L.L.

for verifying the
draft copy

4

Lafcel 6/7
Mti 7/7

8/7

DEWAN'S OFFICE,
REC'D, ON 5 - JUL. 1924
Reg. No. 112

(54)

General and Revenue
Secretariat.

P. R. File No. 117

of 1920.

Serial
No.C. C. L. 25
Law.

A revised draft to put up.

Chief Secy
with Comptroller8
11/7The draft may be approved. The
draft letter has also been signed & revised

Secy)

Approved

11/7
only4
11/7

11/7

11/7 only

39

To The Secy to the Resident

No P. R. 43

be 12.7.1924

States that H. H. Govt

accept the modifications proposed
subject to certain changes, and
requests that the Govt of India may
be moved to complete the execution
of the agreement.

A/govt

Serial
No.

40

From

The Secy. to the Resident
No. 5469 M 1/2/25

Forwards the
agreement duly engrossed
in duplicate for signature
return.

Submitted.

The agreement is
in accordance with the
terms finally accepted
by His Govt.

The word "thirteen"
in para 7 will be altered
to "fourteen" and the
words "the Chief Electric
Engineer to the Govt. of
Bengal" will be added
at the end of para
12.

Three copies of the
agreement have to be
signed by the Dewan
and the alteration and
addition above refd to
initialled in both the
copies.

EWAN'S OFFICE.

13 JUL 1925

380

2/1/25
Ch Secy
Dewan
3
4/5/25
6/7
13.7.25

P.P. File No.

207

of 1920

General and Revenue
Secretariat.Serial
No.

Subd with a draft to

H.E. 12852 may 1920

for perusal before issue

for perusal before issue

may
30/7

(Ph Secy)

may issue

by
30.7.25
may
30/7

The Secretaries to the

Resident

no 92105 26.3.4.1925

Returns both copies of the

document duly executed.

(57)

2087

File No. 117

of 1920

Serial
No.

42 From The Secretary to the
President

No 9581

Je 21.11.1925

USA-1899

States that the agreement
has been duly executed by the
Govt. of India on behalf of His
Majesty's Secretary of State for
India

Subd for perusal.

A copy of the agreement
will be taken & the original
sent to the Secy. Huzar
try. for custody.

It will also be got
printed and a few copies
will be sent to the
Ch. Secy. Huzar Secy.
Huzar -

2. 21/11

yes
my

Draft - put up -

7/ 23/11

done

lul

my

28/11

Serial
No.

43

To The Officer in charge of
the State Sugar Treasuries
Bangalore.
No. 23840 dt 1.12.1921
For for safe custody the
agreement relating to the electrifi-
cation of the Pumping plant at
Tarbanahalli and requests an
acknowledgment.

Subd with a dispatch to the
Chief Electrical Engineer

2/10/12
Wd

Wd
18
10/12

44

From The Officer in charge of
the State Sugar Treasuries
No. 3714 dt 5.12.1921
Acknowledges the above
agreement.

45

To The Ch. El. Engineer
No. 44839 dt 30.12.1921
For a copy of the agreement
and states that a few printed copies
of it will be sent to him when they are
received.

46

To The Chief El. Engineer in Mysore.
No. 5385 dt 28.1.26.
Forwards twelve spare copies of the
agreement relating to the Electrification of the
Pumping Plant at Tarbanahalli.

(1)

38691

No. 3200

Routine Notes:

REV.
13
10 FEB 1922

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Urgent

No: E.S. 3530/9.2.22.

Required for reference and return, file of papers relating to the electrification of the pumping plants at Turbanhalli containing the draft agreement which was forwarded to the Chief Secretary to Government, with this office letter No: E.S. 193/1P dated the 29th October 1921.

N. Nageswamy
Assistant Secretary
to Government, Public
Works Department.

To

The Registrar,
General and Revenue
Secretariat. With
Complement —

PP. 17/11/22

File No 1 & in two
collections and the
draft agreement
forwarded with letter
No E.S. 193/1P dt. 29-10-
are herewith sent.
Then thank kind reb.

N.B.—Should routine notes be written on small slips,
the notes must be copied, or slips pasted on
this form.

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

earl

11/2/22
Proposed
Under Sec
to Govt
No: L.S.S. 37908/16.2.22
TP.
Returned with comple-
ments.

W. Mason
Assistant Secretary
to Government, Public
Works Department
16.2.22.

To the Under Secretary to Govt,
Public Works Department

C. B. Jones
17/2

V.B.—Should routine notes be written on small slips,
the notes must be copied, or slips pasted on
this form.

(3)

PP 117-20.

G. R. S. III-3]

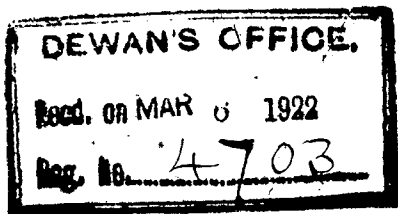
ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Copy of Residency letter No.2145 dated 4th March 1922, suggesting that a representative of the Durbar may be deputed to meet and confer on the subject of Electrification of the Pumping plant at Turbanhalli, with the representatives of the Municipal Commission C & M Stn. Bangalore and the Dy.Asst.Director of Mily.Works, Bangalore, is submitted to Dewan.

SR
6/3/22

M. Appanah
Registrar.
6/3



sewage)

6/3

Early action
may be taken
Secretariat

6/3

6/3

6/3

PP

117-20

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

From
Major C.T.C. Plowden. I.A.,

(4)

Secretary to the Resident in Mysore.

To
The Chief Secretary to the Government of His Highness
the Maharaja of Mysore.

Dated Bangalore. 4th March 1922.

Subject:- Electrification of the Pumping plant at Turbanhalli.

Sir, With reference to your letter No. Pol. 564, dated the 27th December 1921, forwarding a draft revised agreement for the supply of electric power to the Pumping plant at Turbanhalli, I am directed to say that the proposed agreement will have to be passed by the Municipal Commission, Civil & Military Station, Bangalore, and the Deputy Assistant Director of Military Works. In order to save time I am to suggest that a representative of the Durbar may be deputed to meet and confer on the subject with representatives of the Municipal Commission, Civil & Military Station of Bangalore, and the Deputy Asst. Director of Military Works, in the near future and if possible arrive at an agreement especially with regard to the question of the rates to be charged for the supply of Electric power. The conference might be requested to send their joint report or recommendations simultaneously to the Durbar and the Residency. A meeting of the representatives may, if there be no objection, be arranged in direct correspondence between the Durbar Officer concerned and the President, Municipal Commission, Civil & Military Station, Bangalore, and the Deputy Assistant Director of Military Works, Bangalore.

I have the honour to be,

Sir,
Your most obedient Servant,
Sd. C.T.C. Plowden.

Secretary to the Resident.

No. 2146-7

A copy of the foregoing letter is forwarded to the President, Municipal Commission, Civil & Military Station, Bangalore, for information and with the request that arrangements may be made for representative

to

P.T.O.

(S)

to discuss the matter. A copy of the draft agreement is enclosed.

(Sd) C. T. C. Plowden,
Secretary to the Resident.

" C O P Y "
" Appointed
Registrar. 63

SUBJECT

Diary No. of letter replied to

General and Revenue Secretariat

Date of issue

Signed by

Section

File No.

Serial No.

No.

To

The Joint Asst
Resident

Sir,

Referring to the
correspondence ending
with letter No 4281691

A

In the 28th August 1922
from the Secy to Govt of Mysore
P.W.D. regarding the electrification
of the Pumping station
at the Turbakhalli Pump
station, I am directed
to forward herewith

over.

1. Draft Agreement -

drawn up in consultation
with the ~~Asst.~~ Commanding
Royal Engineer and to

request that the acceptance thereof

of the Govt. of India

may kindly be obtained

and communicated to -

the Director, so that early action may be
taken for the due execution of the Agreement on both sides.

I have etc.

mc
23/1/20

24/1/20

25/1/20

7-
6-1

List of enclosures.

Copied by

Examined by

(8)

*Revised copy as per Govt. Advocate's letter
No. 17 of 2156 September 1920*

An agreement made the
between the Government of His Highness the Maharaja of Mysore
(hereinafter referred to as "the Supplier") of the one part and
the Secretary of State for India in Council (hereinafter -----
referred to as "the Consumer") of the other part. Whereas the
Supplier has agreed to supply to the Consumer and the Consumer
has agreed to take from the Supplier electrical power for the
purpose of driving the machinery of and lighting the Consumer's
Pumping Station and premises at Tarbanhalli for the period and
upon the terms and conditions hereinafter provided. Now it is
hereby agreed between the parties hereto as follows:-

1. The Supplier shall supply and the Consumer shall take
all Electrical energy that may be required by the Consumer for
the regular working of the machinery and plant in, and the -----
lighting of the Consumer's Pumping Station and premises situate
at Tarbanhalli, ...Taluk
District, from the date of the commencement of the supply and -
during the currency of this agreement, as hereinafter provided.
2. This agreement shall commence from the date on which
the electric installation in the Consumer's Pumping Station is
complete and the Supplier notifies the Consumer that Power is
available and shall continue for a period of ten years therefrom
subject to earlier termination under any of the provisions -----
hereinafter contained.
3. The electric current shall be conducted to and delivered
at the Pumping Station at a central point by and at the expense
of the Supplier and the Supplier will at the like expense lay,
fit up, maintain, supervise, and keep in repair suitable and
proper cables and other apparatus for such delivery.
4. The Supplier will take all reasonable precautions to
ensure a supply of power to the Consumer for efficiently driving

(9)

the pump and the due continuity of such supply with as little variation of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war mutiny, riot, or by reason of earthquake, hurricane, or tempest, or of any accident or cause not ordinarily within the control of the Supplier, provided, always that the Supplier will give notice, as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every possible means to make the period of interruption as short as possible.

5. The Consumer will pay to the Supplier by monthly payments within two weeks after bill for same is tendered for the power supplied at the rate of .5 anna per kilo watt hour (B.T.U.) and delivered at a central point in the Pumping Station as registered by the Supplier's recording meter or meters installed for the purpose at the Supplier's Pumping Station at Soldevanhalli, which shall be taken as correct, subject to a minimum monthly charge equivalent to a 50 per cent load factor based on the actual rated load and provided that the minimum monthly charges shall not apply in the event of a stoppage of the Pumping Station from causes beyond the ordinary control of the Consumer. For the purpose of calculating monthly load factors, supply stoppages will be deducted. Load factor to be calculated as below namely:-

$$\frac{\text{Kilo Watt hours (B.T.U.)}}{\text{Monthly working days} \times 12 \times \text{Rated H.P.} \times .746} = \text{Load factor.}$$

The minimum monthly charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ Number of working days in the month $\times$.746.

6. The Supplier shall be at liberty to temporarily cut off the supply after having given previous notice of the

(10)

intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such ---- temporary interruption.

7. Should the Pumping Station entirely cease to work -- for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause) have power by -- notice in writing served at the Office of the Collector of the C & M. Station of Bangalore to terminate this Agreement and -- upon the service of such notice, this Agreement shall forthwith terminate accordingly; and within three months from the date of such service, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

8. In the event of the Pumping Station being so destroyed by fire as to necessitate complete closing and reconstruction the Consumer shall be entitled to terminate this Agreement and thereupon all liability of the Consumer for payment thereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue -- working the same either at once or within a period of twelve calendar months after the damage has occurred, this Agreement shall not be terminated, but the provision for minimum payment contained in Clause 5 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the ---- Consumer during such time shall be charged only for energy --- supplied according to meter readings at the rate hereinbefore provided.

9. In the event of any dispute or difference arising as to the construction, meaning, or effect of this Agreement or of any clause herein contained or as to the rights or liabilities

(11)

of either of the parties under this Agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto; but in the event of such Committee not being unanimous, the said questions with the reports of the committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

In witness whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State have executed this Agreement by their respective representatives thereunto duly authorised, and have hereunto affixed their respective seals.

SIGNED, SEALED AND

DELIVERED

Secretary to the Government of

by Secretary to the Government of India in the Foreign Department, of India, Foreign

Department, for and on behalf

of His Excellency the

Governor-General of India in

Council, acting in the

premises for and on behalf

of the Secretary of State

for India in Council in the

presence of

SIGNED, SEALED AND

DELIVERED

by Dewan of Mysore,

acting in the -----

premises for and on

behalf of His Highness

Sir Sri Krishnaraja

Wadiyar Bahadur, G.C.S.I.;

in the presence of

Dewan of Mysore.

(13)

N O T E.

Correspondence relating to the revision of agreement for the operation of Combined Jewell Filters at Bangalore.

In the original agreement, it was provided that the agreement shall be renewed after a period of 5 years from the date on which the Filter Plant was completely installed. That date was 10th November 1909.

The question of renewal of agreement was taken up in in the latter part of 1915 and after discussion with the Civil and Military Station authorities, the draft of new agreement was sent for the acceptance of the Government of India in January 1916.

In letter No. 1270 dated the 17th February 1917 from the First Assistant to the Hon'ble the Resident, the approval of the Government of India to the agreement was conveyed subject to certain observations and suggestions. The suggestions were accepted and the draft of agreement corrected accordingly was forwarded to the Residency for the final acceptance of Government of India in September 1917.

In their letter dated October 1919, the Residency has intimated that the Government of India have sent a communication which has been referred to the Assistant Commanding Royal Engineer and that a reply would be sent as soon as possible. As the draft of the agreement submitted for the final approval of the Government of India had been prepared in consultation with the Civil and Military Station authorities and altered according to the suggestions of the Government of India,

it is not clear why it has once again been referred to the Assistant Commanding Royal Engineer for further information.

No further communication has been received.

Bangalore,
25th August 1920.

R. V. Sundaram
FOR CHIEF ENGINEER OF MYSORE.

h-

REV. SECY
15 FEB 1921

FROM

MAJOR C. T. C. PLOWDEN, I. A.,

FIRST ASSISTANT TO THE RESIDENT IN MYSORE. 117-20

TO

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Dated Bangalore, 14th February 1921

SIR,

H With reference to your letter No. 746 Pol., dated the 11th January 1921, regarding the agreement for the electrification of the Pumping plant at the Turbanhalli Pumping Station, I am directed to invite a reference to my letter No. 104/45-1899, dated the 4th January 1921 and to state that it is not possible to proceed further in the matter until the joint report of the expert of the Civil & Military Station of Bangalore and of the Durbar is received. The draft agreement will therefore be held up for the present.

I have the honour to be,
Sir,
Your most obedient servant,

FIRST ASSISTANT RESIDENT.

No. 1686

A copy of the foregoing letter is forwarded to the President
Municipal

Municipal Commission, Civil & Military Station of
Bangalore, for information.

Sd. e. T.C. Plowden
First Assistant Resident.

BJ

1260

(16) D. 117-20-3

G.R.S. 27]

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

Here enter letter

1685/45 H/1899 M 14/242

from the F. H. R. J

Copy of the above

517901

of 18/3/21

is forwarded with

compliments to the Sec

to Genl. P. W. D., for

information with ref

to his 240 Note No 62

381 19 M 3-11-1920. f

B.O

ms
copy

For Chief Secy

Y.

15

11/13

(17)

25380

DD 117-20-4.

Letter No.2103 dated the 16th April 1921 from the Chief Electrical Engineer to the Government of Mysore, to the Secretary to Government, Public Works Department, Bangalore.

TURBANAHALLY PUMPING STATION ELECTRIFICATION

80201

With reference to correspondence ending with your office No. EDS. 452/1P dated 29th November 1920, I have the honour to inform you that Government are considering increasing the rates of power, both for lighting and industrial purposes, to take effect with the June 1921 consumption and I would request you to hold in abeyance the agreement with the Civil and Military Station for the supply of power to the above pumping station.

2. If this agreement has been forwarded to the Government of India for their signature, I would request you to get back the agreement, so that the rates provided therein may be revised.

GEN & REV. SEC.

12 - MAY 1921

No. E.D.S. 795/1.1 Dated Bangalore, 20 April 1921.

Copy of the above is forwarded, with compliments, to the Chief Secretary to Government, with reference to his memo No.G. 17901/P.P. 117-20 dated 18th March 1921 for information and favour of necessary action. The draft agreement may perhaps be got back from the Residency as they have themselves proposed holding it up.

CHIEF SECRETARY
POLITICAL BRANCH.
2 - MAY 1921

J.R.28th

R. Sundaramia
Deputy Secretary to Government,
Public Works Department.

SUBJECT.....

Diary No. of letter replied to.....

General and Revenue Secretariat

, the

191

Date of issue

7th July 1921

Signed by

M. K. Mallick

R

Section PP

File No. 117-20

Serial No

5

NO.

Col. 14

To

The Secy to the Res

Sir,

With ref. to your
letter No 1688/45 A/1899
dt. the 14th February 1921,
I am directed to request
that, if there be no
objection, the draft
agreement for the
electrification of the Pump
Plant refd to therein
may kindly be returned
over.

(9)

as the rates for the charges
to be made for the electric
current have been ~~revised~~
revised the new rates
have to be inserted therein.

I have to

by
~~For~~ Chief Secy
2/10/11

1/11/11

List of enclosures

Copied by

Examined by

Pl 40

No 6094 ENC. 3

(20)

CB 99.

FROM

MAJOR C. T. C. PLOWDEN, I. A.,

SECRETARY TO THE RESIDENT IN MYSORE.

GEN & REV. SECTT.

11 JUL 1921

To

P.P. 117-20-6.

The Chief Secretary to the Government of
His Highness the Maharajah of Mysore.

Dated Bangalore. 9th July 1921.

SIR,

With reference to your letter No. Pol. 14, dated the 7th July 1921, I am directed to return the draft agreement and the two spare copies received with your letter No. Pol. 746, dated the 11th January 1921, regarding the electrification of the Pumping plant at the Turbanhalli Pumping station.

I have the honour to be,

Sir,

Your most obedient servant,

for Secretary to the Resident.
AVR

(2)

SUBJECT.....

Diary No. of letter replied to.....

General and Revenue Secretariat.

()
the 191 .

Date of issue

16/7/21.

Signed by

M. Q. V. Ramanaiah

Section

RP

File No.

117-20

Serial No

7

No.

305/PP 117-20-7

or 16/7/21

Enc 3.

To

The Secy to Govt.

F. W. D.

Sir,

With ref: to
your Memo No 1589
dt 30th April 1921
I am directed to
relate herewith the
draft agreement (with
two spare copies)
regarding the electrify-
of the pumping plant
over.

at- Mubankalli.

I have seen

Am 1/10/77
For Chief Secy
2/Am 1/10/77

the record is not
at all

and

to give all

to the Chief Secy

to the Chief Secy

to the Chief Secy

to the Chief Secy

to the Chief Secy

List of enclosures.

Copied by

Examined by

2997

P.P. 117-20-8
CB 286.

No.E.D.S. 35
1P

Dated Bangalore, 26 July 1921.

GEN. D. 32.

CB. 1921

26 JUL 1921

M E M O.

(23)

The file of papers ending with Public Works Secretary's note No.E.D.S.671/1P. dated the 7th -- October 1920, relating to the agreement for the --- electrification of the Turbanhalli Pumping Station, which was forwarded on the 12th November 1920 may -- kindly be returned early, as they have not been ----- received with the Chief Secretary's letter No.305/P.F 117-20-7 dated the 16th July 1921.

R. V. Sundaramia

DEPUTY SECRETARY TO GOVERNMENT,
PUBLIC WORKS DEPARTMENT.

To

K. Matthan, Esq., B.A.,

Chief Secretary to Government,

B a n g a l o r e.

.R.S./25-7.

(24)

SUBJECT.....

Diary No. of letter replied to.....

Section P. P.

File No. 117-20.

Serial No 9

General and Revenue Secretariat

()
the 191 .

No. 533 / PP
8.3.8.21

Date of issue 3/8/21

To

The Dy Secy to Govt
P. W. D.

Signed by M. A. V. Ramanathan

Sir,

As received in
your Memo No 3571
of the 26th July 1921.
I am directed to
return herewith
the file of papers of
your office
relating to the agree-
ment for the electrification
of the Pimpri State
over.

all - Murabamatalli.

I have to

(15)

For ^{Don} ~~clipping~~

L. ^W 23/7/12

List of enclosures.

Copied by

Examined by

No. 6852 ENC.
45 A-1899.

CB 412.

Pat 166

(26)

GEN & REV. SECTT.

CB
4 AUG 1921

PP
3792

FROM

MAJOR C. T. C. PLOWDEN, I. A.,
SECRETARY TO THE RESIDENT IN MYSORE.

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 3rd August 1921.

SIR.

A

I am directed to invite a reference to my letter No. 6094, dated the 9th July 1921, and to request that you will be so good as to return to this office, the draft agreement for the electrification of the Pumping plant at the Turbanhalli Pumping Station, with the revised rates for electric power duly inserted therein

I have the honour to be,

Sir,

Your most obedient servant,



Secretary to the Resident

C.

Jul (27) 1921
21.8.21

SUBJECT.....

.....
.....
.....

99
228
412

Diary No. of letter replied to.....

Section P. P.

File No. 117-20

Serial No. 11

General and Revenue Secretariat

()

, the

191

No. 790/PP 117-20-4

of 12-8-21

Date of issue 12-8-21

To

The Secy to Govt.

P. W. D.

Signed by Mr. A. V. Ramanathan

Sir,

RC

I am directed to
invite reference to this
office letter No 3057 P.P.
117-20-4 of the 16th July
1921 and to request ^{at the instance of the} you
to be so good as to return
the draft agreement ~~made~~
between for the electri-
cation of Pumping Island

over.

at- Turbanaahalli with the
revised rates for electric
power only inserted therein.

I have to

~~10/8~~
9/8
For Chief Secy

2/2

List of enclosures.

Copied by

Examined by

Pol 486

P.P. 117 of 20.8.12

R. O. 2.—R. P. B.—8-1921.—2,000

No. 8834 ENCLOS. /

Dated Bangalore, 8th

October

1921

451A-1899.

FROM

(29) CB 1264

EN * REV SEC Major C. T. C. Plowden, I.A.,

SECRETARY TO THE RESIDENT IN MYSORE.

12 OCT 1921

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Subject:- Electrification of the pumping plant at Turbanhall.

SIR,

I am directed to invite a reference to my letter No. 6882, dated the 3rd August 1921, and to request that the return of the draft agreement may be expedited. In this connection I am to enclose, for information, a copy of a letter No. 4347, dated the 4th October 1921, from the Deputy Assistant Director of Military Works, Bangalore.

Slit 2 with a draft-

I have the honour to be,

Sir,

Your most obedient servant,

11/10/21
Lila/10

[Signature]

[Signature]

The Secretary to Govt.

P. W. Department

Enc. 214 & dated 20.10.21

SECRETARY TO THE RESIDENT.

W.B.

33 I enclose a letter re: the
draft agreement of electrification
in the pumping station at
Turbanhall

Letter No. 4347, dated the 4th October 1921, from the Deputy Assistant Director of Military Works, Bangalore to the Secretary to the Resident in Mysore, Bangalore.

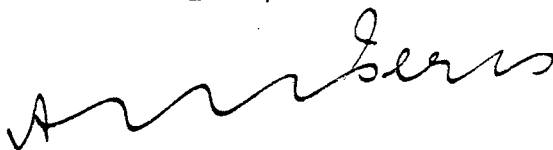
---:0:---

(30)

I have the honour to request that you will inform the Mysore Durbar that the Civil and Military Station has placed an order for a 300 H.P. Motor pump at Tarbanhally which will probably be installed on 1st April 1922. And in continuation of my No.3024 dated 2nd June 1920 to the Chief Electrical Engineer, Mysore Government (Copy attached) that power will be required in accordance with the agreement from that date.

---:0:---

"C O P Y"



REGISTRAR, RESIDENT'S OFFICE.

WTS

BJ

G. R. S. VI—G/32]

SUBJECT.....

Diary No. of letter replied to.....

General and Revenue Secretariat

, the

191

Date of issue

20/10/21

Signed by

W. A. R.

H. S. S.

Section P.P.

File No. 117 of 20

Serial No. 13.

No.

2148/PP

on 20/10/21

To

The Secy to Govt.
KIO.D.

Sir,

I am directed to
advise ref. to the
correspondence entered
with this Office letter to
790 P.P. 117-20-11 10/12/21
and to request that the
draft agreement ref.
to therein may kindly
be returned as early
over.

as possible. In this
connection I am to enclose (32)
for your information a
copy of letter No 4347 of 4/10/21
from the Dy. Hsq. Director of High
works, Bangalore to the
Secy to the Resident in
Mysore.

I have

For Chief Secy

20/10/21

List of enclosures.

Copied by

Examined by

Ugent

P.P. 117 of 20. 8. 14.

CPB 1502

(33)

No. E.D.S. 193

X
PP
2/11/21
IP.

MYSORE PUBLIC WORKS DEPARTMENT,

CENTRAL OFFICE,

Dated Bangalore. 29th October 1921.

FROM

S. CADAMBI, Esq.,

Secretary to the Government of Mysore,

Public Works Department, Bangalore.

To

K. Matthan, Esq., B.A.,

Chief Secretary to the Government of Mysore,

B a n g a l o r e.

SIR,

With reference to correspondence ending with your letter No. 2146/P.P. dated the 20th October 1921, I have the honour to -- forward herewith, a draft agreement for the electrification of -- the pumping plant at Turbanhalli, with the revised rates for the -- supply of electric power duly inserted therein.

2. The observations made by the Government Advocate in his letter No. 70 dated the 21st September 1920 have all been embodied in the draft.

3. Paragraphs 3, 7, 9 and 12 and the "Schedule of rates" are additions now made by the Chief Electrical Engineer. There are also some omissions and additions, all of which have been indicated in pencil in their proper places in the agreement.

4. The file of correspondence on the subject is also herewith forwarded, and kind reference is invited to this office Note No. E.D. 67/1-P dated 7th October 1920 and the Government Orders thereon.

I have the honour to be,
Sir,
Your most obedient servant,

S. Cadambi
SECRETARY TO GOVERNMENT

T.R.S./29-10.

~~2/29/21~~

15756

From

The Secretary to the Govt. of Mys
Public Works Department,
Bangalore.

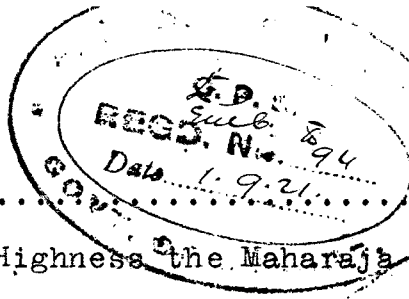
To the Chief Secretary to Government
Bangalore.

Dated: Bangalore, 29th October 1921
Despatches " 15th November 1921

C to: L.D. 193
I.P.

Subject: - Towards a draft
agreement for the electrification
of the pumping plant at
Turbanahalli.

(35)



An Agreement made the
between the Government of His Highness the Maharaja of Mysore
(hereinafter referred to as "the Supplier") of the one part
and the Secretary of State for India in Council (hereinafter
referred to as "the Consumer") of the other part. Whereas
the supplier has agreed to supply to the Consumer and the Con-
sumer has agreed to take from the Supplier electrical power
for the purpose of driving the machinery of and lighting the
Consumer's Pumping Station and premises at Tarbanhalli for
the period and upon the terms and conditions hereinafter pro-
vided. Now it is hereby agreed between the parties hereto
as follows:-

1. The Supplier shall supply and the Consumer shall take
all electrical energy that may be required by the Consumer
for the regular working of the machinery and plant in and the
lighting of the consumer's Pumping Station and premises situate
at Tarbanhalli.....Taluk.....
District, from the date of the commencement of the supply and
during the currency of this agreement, as hereinafter provided.
2. This agreement shall commence from the date on which
the electric installation in the Consumer's Pumping Station
is complete and the supplier notifies the consumer that Power
is available and shall continue for a period of ten years there-
from subject to earlier termination under any of the provisions
hereinafter contained.
3. The power supplied under this agreement shall not be
utilised by the Consumers in any manner prejudicial to the sup-
plier and all usage must be according to such method or methods
and in such place or places as shall have been previously ap-
proved by the Supplier's Electrical Adviser.
4. The electric power at 2200 volts, 3 phase, 25 cycles,
shall be conducted to and delivered at the Pumping Station at
a central point by and at the expense of the Supplier and the
supplier will at the like expense lay, fit up, maintain, super-

SEA 26/8/21

(36)

supervise, and keep in repair suitable and proper cables and other apparatus for such delivery (and a duly certified meter or meters for measuring the energy supplied.) *new section*

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pumps and the due continuity of such supply with as little variation of motor speed as is reasonably practicable but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest or of any accident or cause not ordinarily within the control of the supplier, provided always that the Supplier will give notice, as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every possible means to make the period of interruption as short as possible.

6. The Consumer ^{shall} (will) pay to the Supplier ^{in B.O.T.U.} by monthly payments within two weeks after bill for same is rendered for the power supplied at the rate, (as specified in the Schedule in para 13) per kilo watt hour (B.O.T.U.) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point (which shall be taken as correct) subject to a minimum monthly charge equivalent to a 50% Load Factor based on the actual rated load and provided that the ^{monthly} minimum charges shall not apply in the event of a stoppage (of work) from causes beyond the control of the consumer. For the purpose of calculating monthly load factors, holidays and supply stoppages will be deducted. Load factor to be calculated as below:-

$$\frac{\text{Kilowatt hours (B.O.T.U.)}}{\text{Monthly working days} \times 12 \times \text{rated H.P.} \times .746} = \text{Load Factor.}$$

The monthly minimum charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ number of working days in the month $\times$.746.

7. For the purpose of arriving ^{at} the rated H.P. in para

new section

as per Govt. order letter

change 2. 4th provision in para 13

Soft 10/18/77

para supra the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the supplier and the consumer at any time found necessary for such a rating.

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in clause 6 hereof and at the rates as given in para 13 hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply after having given notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruptions.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required by the Consumer in connection with the Electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the consumer entailing extra expense to the Supplier.

10. Should the Pumping Station entirely cease to work for a period exceeding 3 consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing served at the office of the Consumer to terminate this agreement and upon the service of such notice this agreement shall forthwith terminate accordingly; and within three months from the date of such service of notice, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire (or other causes beyond the control of the Consumer) as to necessitate the complete stoppage of the operation, or the

SAA 24/1/11

the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred this agreement shall not be terminated but the provision for the minimum contained in Clause 6 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rates hereinbefore provided.

12. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the Consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

13. SCHEDULE.

Rated Load in Horse Power of the motor.			Rate per B.O.T.U.	Minimum monthly charge per rated H.P. maximum demand.
Up	to	20 H.P.	2.00 annas	No minimum.
21	to	50 H.P.	1.50 "	-do-
51	to	100 "	.95 "	50% Lead-factor
101	to	200 "	.80 "	-do-
201	to	300 "	.70 "	-do-
301	and above		.60 "	-do-

14. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the

Signature

the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The Decision of such Committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore, for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

15. In witness whereof the Government of His Highness the Maharaja of Mysore ^{and the Secretary of State for India} have executed this agreement by their proper representatives thereunto duly authorized and (the common seal of the Consumer has) been ^{have} hereunto affixed ^{their respective seals} the day and year first above written.

WITNESS:--

1.

2.

Chief Electrical Engineer.

WITNESS:--

1.

2.

Signature of the Consumer.

VCK.



(40)

Warrant
P.P. 117-20-15
15935
CB 1836
WD 1781-GPB-2,500-2-2-20

1921-22-

FROM

THE SECRETARY TO THE
GOVERNMENT OF MYSORE,
PUBLIC WORKS DEPT.,
BANGALORE.

To The Chief Secretary to Govern-
ment, Bangalore.

Dated Bangalore, 22nd November 1921

Despatched .. "

Received

General No. 685232

No. 1P

Enclosure No. one.

Subject :- Forwards for needful
action, a copy of letter No. 6857 dt
15th November 1921 received from
the Chief Electrical Engineer
proposing modification in
paragraph 4 of the old agree-
ment relating to the electric
power pumping plant at
Turbanahalli.

Mysore
No. ES 232
1P/mes

(41)

MYSORE PUBLIC WORKS DEPARTMENT,

CENTRAL OFFICE,

Dated Bangalore. 22nd November 1921.

FROM

S. CADAMBI, Esq.,

Secretary to the Government of Mysore,

Public Works Department, Bangalore.

TO

K. Matthan, Esq., B.A.,

Chief Secretary to Government,

B a n g a l o r e.

Subject:- Electrification of the Pumping Plant at Turbanhalli.

Sir,

In continuation of this office letter No.E.D.S.193/1-P dated the 29th October 1921 on the above subject, I have the honour to forward herewith, for needful action, a copy of letter No.6857 dated the 15th November 1921 received from the Chief Electrical Engineer proposing modification in paragraph 9 of the old agreement.

I have the honour to be,

Sir,

Your most obedient servant,

M. Rangaraja

21.11.21
FOR SECRETARY TO GOVERNMENT,
PUBLIC WORKS DEPARTMENT.
ni

T.R.S./19-11.

(42)

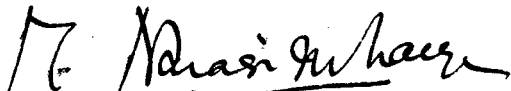
Letter No.6857 dated the 15th November 1921, from the Chief Electrical Engineer to the Government of Mysore, Bangalore, to the Secretary to Government, Public Works Department, Bangalore.

ELECTRIFICATION OF TURBANHALLI PUMPING STATION.

Your No.P.W.712/M.3536 of the 10th instant received, and if the revised agreement for the installation and operation of the -- Combined Jewell Filters at Bangalore has not been ratified by the Government of India, I have the honour to recommend that paragraph 9 of the old agreement be made to read as follows:-

"The rate to be paid for the electrical power supply for --- working the plant shall be according to the sanctioned --- schedules of rates and as applied to similar installations at Bangalore".

"Copy".


Assistant Secretary to Government,
Public Works Department.

T.R.S./22-11.

Ni
—

(43)

Pol No 564 E2 / P.P. 117-2-12
27.12.1921.

Draft.

To

The Secretary to the Resident.

Subject.- Electrification of the
Pumping plant at Turban
halli.
Sir,

With reference to the correspond-
ence ending with your letter No.8834 of
the 8th October 1921 on the above subje
I am directed to forward herewith a dra
of a revised agreement for the supply o
electric power to the Pumping plant at
Turbanhalli.

2. Some additions and alterations
since found necessary have been made in
the revised agreement and ^{the} new rates for
the supply of electric power have also
been entered.

3. I am to request that the accept-
ance of the Government of India to the
draft agreement may be ^{Kindly} obtained and
communicated to the Durbar as early as
practicable.

I have, etc.,

W. C. S.
16.12.21

Chief Secretary to Govt.

15/12/21

22/12/21

13/12/21

(44)

35245

P.P. 117-20-17.

CB-3434

From

The Secretary to the Government,
of Mysore,
Public Works Department,
Bangalore.

To

The Chief Secretary to -
Government,
Bangalore.

Dated Bangalore 25th February 1922

Despatched " 27th February 1922

No. EP.S. 391 / P . Enclosure no. one

Subject:- Forwards for
needful action, a copy of letter
dated the 21st December 1921
from the Residency, stating that
the rates for power supply
sanctioned in G.O. no. EP.S. 872-8/21,
dated the 31st May 1921 should
not be made binding in respect
of power to be supplied to the
Pumping Station at Turbanhall

No. *GD.S.391/1P* - Mysore Public Works Department,
sent. Central Office,

Dated Camp Mysore, *25th* February 1922.

From

S. Cadambi, Esq.,

Secretary to Government

of Mysore, Public Works Department,

To

K. Matthan, Esq., B.A.,

Chief Secretary to Government,

B a n g a l o r e.

Sir,

I am directed to forward herewith, for favour of needful action, a copy of letter No.11165/5403-1901 of 21st December 1921, received from the Secretary to the Hon'ble the Resident in Mysore, stating that it is the desire of the Hon'ble the Resident that the rates for power supply sanctioned in G.O.No.E.D.S.872-8/27P dated the 31st May 1921 should not be made binding in respect of power to be supplied to the pumping station at ---- Turbanhalli, C & M. Station Water Supply.

2. The sanctioned schedule of rates is applicable to all the power installations and, as such, an exception to the rule in respect of power supply to the Turbanhalli Pumping plant is not desirable.

3. A draft agreement for the electrification of the Turbanhalli Pumping Plant with the revised rates for -- power supply inserted therein was forwarded to you with

Handwritten signature

(46)

2.

x

71 this office No.E.D.S.193/1P dated the 29th October 1921.

4. Kind reference is invited to G.O.No.E.D.S.193/1P dated 29th October 1921, forwarding an amended paragraph re.the schedule of rates to be adopted in the draft ---- agreement for this pumping station.

I have the honour to be,

Sir,

Your most obedient servant,


Secretary to Government,
Public Works Department.

ni

(47)

Letter No.11165/543-1901 dated the 21st December 1921
from the Secretary to the Hon'ble the Resident in Mysore
to the Secretary to Government of Mysore, Public Works --
Department.

=====

Subject.- Rates for the supply of electric power in the
Civil and Military Station.

I am directed to refer to the correspondence ending
with your letter No.E.D.S.909/27P, dated the 8th June 1921,
on the above subject, and in communicating the Resident's
formal approval of the rates proposed in the enclosures
to your letter No.E.D.S882/27P, dated the 1st June 1921,
I am to say that the Municipal Commission, Civil and ---
Military Station, Bangalore, will be grateful if any ---
concession which experience may show to be justified can
be extended to the station and hope that, if any repre-
sentation should be made later by the Commission, it will
not be considered barred.

*This is
apparently
be resolved
See No. 2*

2. I am to add that the Resident is of the opinion that
the new rates should not be binding in respect to the --
Power to be supplied to the pumping station at Turbanhalli
where electric pumps are shortly to be installed and that
the rates to be charged in that case should be considered
separately.

=====

"Copy"

M. Basir Hussain
Assistant Secretary to Government,
Public Works Department.

9/12

Pol 1165

U R G E N T.

R. O. 2.—R. P. B.—7-1921.—1,000.

(48)

No. 2145 ENC.

P.P. 117-20-18

CB-3496

FROM

MAJOR C. T. C. PLOWDEN, I. A.,

SECRETARY TO THE RESIDENT IN MYSORE.

GEN & REV. SECT.

6 - MAR 1922

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, 4th March 1922

Subject:- Electrification of the Pumping plant at
Turbanhalli.

SIR.

N

With reference to your letter No. Pol-564, dated the 27th. December 1921, forwarding a draft revised agreement for the supply of electric power to the Pumping plant at Turbanhalli, I am directed to say that the proposed agreement will have to be passed by the Municipal Commission, Civil and Military Station, Bangalore, and the Deputy Assistant Director of Military Works. In order to save time I am to suggest that a representative of the Durbar may be deputed to meet and confer on the subject with ~~the~~ representatives of the Municipal Commission, Civil and Military Station of Bangalore and the Deputy Assistant Director of Military Works, Bangalore, in the near future and if possible arrive at an agreement especially with regard to the question of the rates to be charged for the supply of electric power. The conference might be requested to send their joint report or recommendations simultaneously to the Durbar and the Residency. A meeting of the representatives may, if there is no objection, be arranged in direct correspondence between the Durbar Officer concerned

(58)

SUBJECT.....

Diary No. of letter replied to.....

Section

File No. 117-20

Serial No. 19

General and Revenue Secretariat

, the

191

No. 5665 P.P. of 10/3/22
sub 2

Date of issue

10/3/22

To

The Chief Electrical
Engineer

Signed by

Mr. K. Mathan

Dear Sir,

I am desired to
forward herewith a
copy of letter No. 116
543-1901 of the 21st Dec.
1921 from the Secy to
the Honble the Resident
in Mysore
suggesting that the new rates for
the supply of electric
over.

^ 2245 of 4. March
1922

power sanctioned

G.O. 200 L.S. 872-8/271

on 31/5/21 should not
be made applicable
to the pumping station
at Turbakhally, and

to request you to

kindly favour Govt.

with your views on the ^{present} ~~report~~ ^{suggestion}

in the ~~letter~~ ^{letter} ~~concerned~~ ^{therein}

in favour of a very early ^{reply is requested}

Yours sincerely

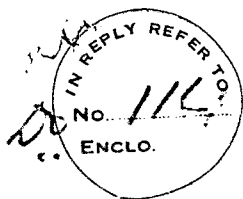
Am
2/5/21
For Chief Secy
Z. M.

4/3
Secy

List of enclosures.

Copied by

Examined by



(52) GOVERNMENT OF MYSORE.
ELECTRICAL DEPARTMENT.

Telegraphic Address :
"GOMED"

Codes Used
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore 18th March 1922.
(MYSORE, INDIA.)

P.P. 117-20-20.

Dear Mr. Mathan,

With reference to your D.O.No.5665/PP.117-20-19 dated the 10th March 1922, I would like to say that the new schedule of rates for the supply of electric power for lighting and power purposes, as intimated to the Hon'ble the Resident in Mysore last year, applies not only to the Civil & Military Station, but to every other lighting and power consumers supplied by the Electrical Department at K.G.F., Bangalore City and Mysore City, except those consumers who are covered by a long term agreement at certain definite and fixed rates and therefore there is no distinction made between the consumers in the Civil & Military Station and those in other parts of the State supplied by the Electrical Department.

If any representation should be made by the Commission on the subject of the rates for electrical power, I have no doubt but that Government will give them due consideration. I do not think that Government would, under any circumstances, debar any consumer from making a representation with regards to any question pertaining to the supply of electrical power.

With reference to the rates to be charged for power to be supplied to the Turbanhalli Pumping Station, I would like to inform you that this supply is covered by a formal agreement which was submitted by me to Government with my No.5071 dated the 26th August 1921.

This agreement fixes the rate to be charged in accordance with the schedule of enhanced rates and inasmuch as the agreement was not completed before the enhanced rates went into effect, I consider it desirable and in the interests of Government not to make any exception by giving the Civil & Military Station a lower rate.

With reference to the letter No.2145 dated the 4th March 1922, from the Secretary to the Hon'ble the Resident in Mysore to the Chief Secretary to Government, copy of which accompanied your above D.O. note, I would say that I am in agreement therewith, but as mentioned above, I would not be in favour of any reduction in the rate from that proposed in the agreement which is, as mentioned above, in accordance with the recently sanctioned schedule. I would add that Major Bollen, Electrical and Mechanical Engineer for this District, called on me informally the other day and went through the agreement in detail with me and he has accepted, of course unofficially, all the terms and conditions laid down therein, but they are expecting the officer who has full authority to sign the agreement to be in Bangalore some time early next month for the definite purpose of signing the agreement. The Military Works Department, who are carrying out the electrification of the Turbanhalli Pumping Station, are of the opinion that the agreement will have to be signed by an officer representing the Government of India.

If the agreement is to be passed by the Municipal Commission for the Civil & Military Station, before the Deputy Assistant Director of Military Works can sign it, then I would suggest that I be appointed to act as the representative of the Durbar and that I be authorised to

(54)

communicate direct with the President, Civil & Military Station, with a view of arranging a meeting at a very early date so as to get the agreement approved of and ready for signature when the Deputy Assistant Director of Military Works comes to Bangalore. !

Yours sincerely,

SGF-PRN



To

K. Mathan, Esq., B.A.,
Chief Secretary to
the Government of H.H.
the Maharaja of Mysore,
Bangalore.

(355)

Vol 9/15 P.P. 117-20-21

To

The Secretary to the
Resident in Mysore.

5/4/22

Sir,

I am directed to acknowledge the receipt of your letter No. 2145 dated the 6th March 1922 on the subject of the draft revised agreement for the supply of electric power to the pumpin plant at Tarabanahalli. His Highness' Govt. note that the proposed agreement will have to be passed by the Municipal Commission of the C. & M. Station of Bangalore and the Deputy Assistant Director, Military Works, and that it is suggested that a representative of the Durbar may be deputed to meet and confer on the subject with representatives of the Municipal Commission and the Deputy Assistant Director, Military Works. The Durbar have no objection to depute Mr. S.G. Forbes, Chief Electrical Engineer, to explain and discuss the whole question of the agreement with the representatives of the Municipal Commission and the Deputy Assistant Director, Military Works, and he has been authorised to arrange for a meeting with the above in direct communication with the President of the Municipal Commission and the Deputy Assistant Director, Military Works.

As regards the rates to be charged for the supply of electric power, the schedule of charges given in clause 13 of the ^{draft} agreement is in accordance with the rates recently adopted with reference to the increased cost of machinery, materials and labour. These charges are levied from all consumers who are not entitled to more favourable rates under subsist-

(56)

subsisting agreements and His Highness' Govt. do not consider that it would be expedient to make an exception in the case of Tarabnahalli Pumping Station.

The points will be explained by Mr. Forbes to the representatives of the C. & M. Station Municipal Commission and the Deputy Assistant Director of Military Works.

I have, etc.,

6/3

Chief Secretary to Government.

6/5/10 4/4/10

Copy of the above is forwarded with compliments to the Chief Electrical Engineer, Mysore Government, for information and guidance.

By order,

6/5

Chief Secretary to Govt.

EM/CLG.

Recd.
28.3.22

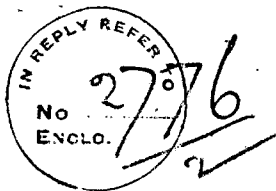
51263

CB 4069

(57)

GOVERNMENT OF MYSORE.

ELECTRICAL DEPARTMENT.



OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Telegraphic Address.
"GOMED"

Bangalore. 22nd April 1922.
(MYSORE, INDIA.)

Codes Used

BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE

The Chief Secretary to the Govt.
of His Highness the Maharaja of Mysore,
General and Revenue Secretariat,
Bangalore.

Sir,

Electrification of Turbanhalli Pumping Station.

With reference to your memo No. 6186/P.P.117-20 of the 5th instant forwarding for information and guidance copy of your letter No. 915 of even date to the address of Major C. T. C. Plowden, I.A., Secretary to the Hon'ble the Resident in Mysore, Bangalore, I have the honour to state that I met the Water Sub-committee yesterday morning at the C. and M. Station President's Council Chamber and after discussing the following alterations in the agreement were made.

After the word in line 11 of paragraph 5 the words

"as early as possible" are omitted and

"within 30 minutes of such stoppage" are substituted & the words " of the aforesaid" occurring in line 12 and 13 are omitted and the word "cases" changed to "case".

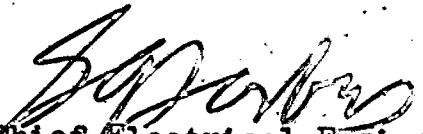
In line 2 of paragraph 8 after the words supply, the words "for one hour once a month" are added. At the end of the paragraph removing the fullstop the words "such interruptions may extend to and shall not exceed three hours once in three months" are added.

(58)

Two copies of the revised agreement are
enclosed for your information, *and transmission*
to the Hon. the British Resident if necessary
I have the honour to be,

Sir,

Your most obedient servant,


Chief Electrical Engineer.

MGK-AK.

AN AGREEMENT made the.....
between the Government of His Highness the Maharaja of Mysore
(hereinafter referred to as "the Supplier") of the one part
and the Secretary of State for India in Council (hereinafter
referred to as "the Consumer") of the other part. Whereas
the supplier has agreed to supply to the Consumer and the
consumer has agreed to take from the Supplier electrical
power for the purpose of driving the machinery of and
lighting the Consumer's Pumping Station and premises at
Tarbanhalli for the period and upon the terms and conditions
hereinafter provided. Now it is hereby agreed between the
parties hereto as follows:-

1. The Supplier shall supply and the Consumer shall take
all electrical energy that may be required by the Consumer
for the regular working of the machinery and plant in and
the lighting of the consumer's Pumping Station and premises
situate at Tarbanhalli.....Taluk.....
District, from the date of the commencement of the supply
and during the currency of this agreement, as hereinafter
provided.

2. This agreement shall commence from the date on which
the electric installation in the Consumer's Pumping Station
is complete and the supplier notifies the consumer that
power is available and shall continue for a period of ten
years therefrom subject to earlier termination under any of
the provisions hereinafter contained.

3. The power supplied under this agreement shall not be
utilised by the Consumers in any manner prejudicial to the
supplier and all usage must be according to such method
or methods and in such place or places as shall have been
previously approved by the Supplier's Electrical Adviser.

(60)

4. The electric power at 2200 volts, 3 phase, 25 cycles, shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied.

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pump; and the due continuity of such supply with as little variation of motor speed as is reasonably - - practicable but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest or of any accident or cause not ordinarily within the control of the supplier, provided always that the Supplier will give notice, within 30 minutes of such stoppage of the probable duration of any interruption in supply due to any cause and will use every possible means to make the period of interruption as short as possible.

6. The Consumer will pay to the Supplier by monthly payments within two weeks after bill for same is rendered for the power supplied at the rate, as specified in the Schedule in para 13 per kilo watt hour (B.O.T.U.) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a 50% Load Factor based on the actual rated load and provided that the minimum charges shall not apply in the event of a stoppage of work from causes beyond the control of the consumer. For the purpose of calculating monthly load factors, holidays and supply - -

(61)

stoppages will be deducted. Load factor to be calculated as below:-

$$\frac{\text{Kilowatt hours (B.O.T.U.)}}{\text{Monthly working days} \times 12 \times \text{rated H.P.} \times .746} \quad \bullet \quad \text{Load Factor}$$

The monthly minimum charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ number of working days in the month $\times$.746.

7. For the purpose of arriving at the rated H.P. in para Six supra the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the supplier and the consumer at any time found necessary for such a rating

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in ^{Para} ~~clause~~ 6 hereof and at the rates as given in para 13 hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply for one hour once a month after having given notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption, such interruptions may extend to and shall not exceed three hours once in three months.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required by the Consumer in connection with the Electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the consumer entailing extra expense to the Supplier.

10. Should the Pumping Station entirely cease to work for a period exceeding 3 consecutive months, the Supplier shall

(subject to the next succeeding clause) have power by notice in writing served at the office of the Consumer to terminate this agreement and upon the service of such notice this agreement shall forthwith terminate accordingly; and within three months from the date of such service of notice, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire or other causes beyond the control of the consumer as to necessitate the complete stoppage of the operation, or the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred this agreement shall not be terminated but this provision for the minimum contained in Clause 6 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the consumer during such time shall be charged only for energy supplied according to meter readings at the rates hereinbefore provided.

12.. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

13.

SCHEDULE.

Rated load in horse power of the motor.			Rate per B.O.T.U.	Minimum monthly charge per rated H.P. maximum demand.
Up to 20 H.P.			2.00 annas	No minimum
21 " 50 "			1.50 "	-do-
51 " 100 "			.95 "	50% load factor
101 " 200 "			.80 "	-do-
201 " 300 "			.70 "	-do-
301 and above			.60 "	-do-

(63)

14. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore, for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

16. In witness whereof the Government of His Highness the Maharaja of Mysore have executed this agreement by their proper representative thereunto duly authorised and the common seal of the Consumer has been hereunto affixed the day and year first above written.

Witness:-

1.

2.

Chief Electrical Engineer
to the Government of Mysore.

Witness:-

1.

2.

Signature of the Consumer.

Pol 1430
No. 4095 Encls. (64)
45 L-1899.

Dated Bangalore,

10th May 1922
P.P. 117-20-23
CB 4271

From

Major C. T. C. Plowden, I.A.,

SECRETARY to THE RESIDENT IN MYSORE.

10 MAY 1922

To

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Subject:- Electrification of the pumping plant at Turbannahall

Sir,

B. 4069
P.W. Secy

am directed to refer to your letter No. Pol.915,
dated the 5th April 1922, on the above subject, and to
enquire when the revised draft agreement, which, it is
understood, has been agreed to by Mr. Forbes and the
Municipal Commission, Civil & Military Station of Bangalore
may be expected to be received in this office.

I have the honour to be,
Sir,
Your most obedient servant,

W. S. S. S.

for SECRETARY TO THE RESIDENT
AYR

(65)

SUBJECT.....

Diary No. of letter replied to—

Section P.P.

File No. 117-20.

Serial No. 24.

General and Revenue Secretariat

()
, the 191 .

No. 6987/191

Date of issue

13/5/22

To

The Secy P.W.D.

Signed by

M. K. Muttiah

Dear Sir,

I am desirous
to request that P.P.
file 117-20, re the
electrification of the
pumping plant at
Jurbankhalli, which was
sent to you 24/4/22
on 28-4-22, ~~may be~~
for opinion may
kindly be returned

over.

is as far as possible
in the Residency have
called for the revised
Draft agreement.

Yours sincerely

for the Secy
Z

List of enclosures.

Copied by

Examined by

Public Works Secretariat,

(67) Dated 15th May 1922.

~~XXXXXX ENGINEER XXXX~~

To

BANGALORE.

CP-4333
P.P. 117-20-25.

809.

Sir,

In reply to your D.O. letter No.6987/P.P.117-20-24 dated the 13th May 1922 calling for the return of P.P. file 117-20 regarding the electrification of the Pumping Plant at the Turabanahally Pumping Station, I write to inform you that the file was returned with my observations thereon with my U.O. No.E.D.S.528 dated the 15th instant.

Yours sincerely,

K. Matthan
K. Matthan

To

K. Matthan, Esq., B.A.,

Chief Secretary to the Government of Mysore.

(68)

SUBJECT

Diary No. of letter replied to

Section

File No.

Serial No

General and Revenue Secretariat

the

191

Date of issue

24th June 1899

Signed by

M. K. Mathan

To

The Secy to the
Resident

Sir,

N

With ref. to
your letter to 4095/Lis
1899 of the 10th May.
I am directed to
forward herewith a
revised draft agreement
(with 2 spare copies) for
the electrification of
pumping plant at

over.

Dumbahalli as agreed to
by ~~Mr. Forbes~~ and the Municipal
Commission, C. & M. Station,
Bangalore, at a meeting with Mr. J. J. Subb, M.P.,
held on the 21st April 1922 and
to request that the acceptance
of the agreement
by the Govt. of the India may now
be kindly ~~obtained~~ and communicated
to the ~~Dumbahalli~~ H.A. at an early date

I have etc.

Chief Secy

21/4/22

Recd
20.5.22

List of enclosures.

Copied by

Examined by

No. 241 ENCLOS. *one* Dated Bangalore, 9th January 1923.
 5 A-1099 *statement* (70) 400

FROM

A. Williams, Esq., I.C.S.,

To

SECRETARY TO THE RESIDENT IN MYSORE.

AN 1923

To

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Subject:—

ELECTRIFICATION OF THE PUMPING PLANT AT
 TURBANAHALLI.

SIR,

With reference to your letter No. 201.1227, dated the 24th June 1922, I am directed to state that the draft agreement regarding the supply of electrical power by the Mysore Government for the working of the pumping plant at Turbanahalli, has been examined by the solicitor to the Government of India and by an officer of the expert knowledge of electricity, and that the observations made by them are shown in the attached statement against the paragraphs of the draft to which they refer.

Statement showing comments made by the technical advisers of the Government of India on the draft agreement relative to the supply of electrical power by the Mysore Durbar for working of the Turbanhalli pumping plant.

1

2

3

Draft agreement submitted by Resident.

Comments of Solicitor to the Government of India.

Comments of Electrical Adviser.

Clauses 1 & 2.

Clauses 1 & 2.

The Supplier shall supply and the Consumer shall take all electrical energy that may be required by the consumer for the regular working of the machinery & plant in and the lighting of the consumer's Pumping Station & premises situated at Tarbanhalli Taluk District, from the date of the commencement of the supply and during the currency of this agreement, as hereinafter provided.

The date for the commencement of the supply seems rather indefinite. Unless the supply has already commenced it would appear advisable to bind the Durbar to supply by a certain date.

I agree with the Solicitor to the Government of India that, if the supply has not already been given, it would be an advantage to bind the Durbar to supply by a certain date and the words "Within three months from the date of notification by the consumer that the Electric installation in the consumer's pumping station is complete" might be added at the beginning of Clause 1. The period three months may require modification as I am not aware of the amount of work the supplier will have to undertake in order to give the supply to the Pumping Station.

This agreement shall commence from the date on which the electric installation in the Consumer's Pumping Station is complete and the supplier notifies the consumer that power is available and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The power supplied under this agreement shall not be utilised by the Consumer in any manner prejudicial to the supplier & all usage must be according to such method or methods and in such place or

Clause 3. The undertaking by Government in this clause seem very indefinite and rather one sided and might lead to trouble. I should have thought it would have been possible for the Technical Experts to define to

Clause 3. This is quite a usual clause of safeguarding the supplier from improper use of the power by the Consumer, and I do not think any alteration is necessary.

6. The consumer will pay to the Supplier by monthly payments within two weeks after bill for same is rendered for the power supplied at the rate, as specified in the schedule in paragraph 13 per kilowatt hour (K.W.H.) & delivered at a point to be decided on and as registered by the Supplier's recording meter or meters - installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a 50% Demand Factor based on the actual rated load & provided that the minimum charges shall not apply in the event of a stoppage of work from causes beyond the control of the consumer. For the purpose of calculating monthly load factors, holidays & supply stoppages will be deducted. Demand factor to be calculated as below:-

$$\frac{\text{Actual watt hours (K.W.H.)}}{\text{Number of working days} \times 24 \times \text{rated load in K.W.}}$$

 h. Monthly minimum charge will be 50% of rated K.W. $\times 24 \times$ number of working days in the month $\times .746$.

Clause c.

It would seem advisable and quite practicable to decide the point for delivery of the energy before the agreement is executed. The method of fixing the minimum charge is too technical for me to follow. I presume the technical advisers to Government have considered whether it is satisfactory.

Clause 6. I regret I have no details of the plant it is proposed to instal in the pumping station before me and I cannot state definitely if the system of charging as laid down in this clause will be suitable.

I would like to be furnished with the following information:-

1. Number of pumps & rated B.P. of motors driving the same.
2. Is it proposed to instal any "standby" plant for use in case of a breakdown? If so, what will be the rated B.P. of "standby" plant?
3. Number of pumping hours daily and number of pumps and rated B.P. of motors working during these hours.
4. If "standby" plant is proposed, what allowance (if any) will be made in calculating the minimum monthly charge per rated horse power of maximum demand?
5. Is it proposed to meter each pumping unit separately or will the installation be metered as a whole?

1
Draft agreement submitted by
Resident.

Comments of Solicitor to the Govern-
ment of India.

3
Comments of Electrical Adviser.

7. For the purpose of arriving at the rated H.P. in paragraph six supra the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the Supplier & the Consumer at any time found necessary for such a rating.

Clause 7.

If there are any residences or buildings other than the Pumping Station it would be well to specially mention the same.

Clause 7.

The Clause as it stands specifies "Pumping station and buildings." I do not think it is necessary to specifically mention what these "buildings" are.

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in paragraph 6 hereof and at the rates as given in paragraph 13 hereof.

14. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of 3 persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee not being unanimous, the said questions

Clause 14.

It might be provided that in the event of failure to agree on the 3rd member that he should be nominated by some one (e.g. the Resident in Mysore for the time being).

Clause 14.

I think the suggestion made by the Solicitor to the Government of India should be accepted.

recorded and in case of any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore for the time being whose decision on such questions and as to by whom the costs of the arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Mysore.

15. In witness whereof the Government of His Highness the Maharaja of Mysore have executed this agreement by their proper representative(s) thereunto duly authorised and the common seal of the Government or his Highness's seal on the day and year first above written.

Clause 14.

The Secretary of State seems to have been omitted.

Clause 15.

The addition proposed by the Solicitor to the Government of India is necessary.

1	2	3
Draft agreement submitted by Resident.	Comments of Solicitor to the Government of India.	Comments of Electrical Adviser
	II. It is for consideration whether the following clauses might not be added with advantage - (1) A clause to cover the case of the consumer not agreeing to meter readings:- The following clause would meet such a contingency. "Should the consumer doubt the accuracy of any meter the consumer may on giving notice have such meter tested by the (in the presence of an officer appointed by the consumer if desired) and should the mean error be greater than five per cent the consumer will deduct from or add to the account in dispute an amount equivalent to the error; if the meter is found to be accurate to within five per cent it shall be deemed to be correct. In the event of the meter ceasing to register a charge will be made estimated on the actual consumption for the three months immediately preceding the date when such meter ceased to register." (2) A clause entitling the consumer to terminate if the supplier fails to supply the proper energy or does not in all respect perform and observe the covenants and conditions of the	With reference to proposed additional clauses suggested by the Solicitor to the Government of India: (1) Before we make this suggestion we should obtain a copy of the Electricity Act and Rules framed thereunder in force in Mysore State. I think most of the Indian States have taken the Indian Electricity Act and Rules as their model, and, if this is so in Mysore, then the additional clause 1 is unnecessary as the provision of the Act and the Rules cover both points. (2) I am inclined to think that this point should not be pressed. It will be an undoubted advantage to Government to get a supply of Electrical Energy from this pumping station, and, if the supplier felt that Government might give notice to terminate the supply after he (the supplier) had been put to some expense in establishing it, he might consider that the game was not worth the candle and refuse to give a supply. I am not familiar with the local conditions and do not know how much demand there is for the supplier's power, but, as the draft agreement has been approved by all the local

of energy to be supplied and other
technical matters are matters on which
the technical advisers should be con-
sulted.

---:0:---

"C O P Y"

Amberis

REGISTRAR, RESIDENT'S OFFICE.

AYR

(75)

SUBJECT.....

Diary No. of letter replied to

402

General and Revenue Secretariat

()

, the

191 .)

Date of issue

12/1/23

Signed by

D. M. A. Ginnivan

Section

P P

File No.

117-20

Serial No.

28.

No.

G. 1198/Encl

Statement

To

The Chief Electrical
Engineer

Sir,

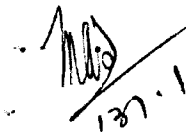
With ref: to the
Correspondence ending
with your letter to
dated the 22nd April 1923
I am directed to forward
herewith a statement
showing the comments
made by the technical
advisers of the Govt of
over.

India on the draft agreement
relating to the Electrification
of the Pumping Plant at
Turbanhalli and to request
you to kind, favour Govt
with your views in the
matter at an early date.

I have signed

for

Chief Secy


1.12.11

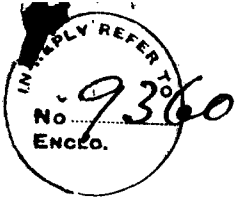
List of enclosures.

Copied by

Examined by

1028

30078



(77)

GOVERNMENT OF MYSORE.

ELECTRICAL DEPARTMENT.

Telegraphic Address.
"GOMED"

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

31st Janry
Bangalore 31st Janry 1923.

(MYSORE, INDIA.)

Codes Used
GENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE

P. P. 117-20-29

G.M.
K. Mathan, Esq., B.A.,
Chief Secretary to Government,
Bangalore.

Sir,
com
ELECTRIFICATION OF TURBANHALLI PUMPING STATION.

apd
With reference to your letter No.G.1198/P.P.117-20-28 dated 15/17th January 1923, I have the honor to inform you that the proposed agreement to be entered into for the supply of power for the above Pumping Station, sent to you with my No.2776 dated 22nd April 1922, embodies the conditions under which I am prepared to recommend to Government to supply power for the Turbanhalli Pumping Station with the minor deviations therefrom as will be noted below in commenting on the suggested modifications contained in the statement attached to your letter under reply.

2. I will make my comments on the suggested modifications as follows:-

Clauses 1 & 2.

I am not prepared to accept the proposed modifications in either of these clauses, *from* in which it is provided that this agreement shall date from the day on which the electric installation in the Consumer's Pumping Station is complete and the Supplier notifies the Consumer that power is available, which is the correct method of determining the date from which any agreement begins.. If any modifications are made *at* in these clauses they should, instead of binding the Mysore Government to supply power within a definite date, bind the Consumer.

(78) to take the power within a definite date. We have been negotiating with the authorities of the Civil & Military Station and their several experts and advisers for a very long time, and when the Government of India finally sanctioned the Electrification Scheme and the plant was ordered, ^{the 4. 6. 20} we ordered out the necessary switchboard for controlling the out-going feeder line from the Soldevanhalli Pumping Station. ^{the 2. 11. 20} We have reserved in ^{the 4. 6. 20} our stocks, for a long time, the heavy copper wire and poles for running the power supply line from Soldevanhalli Pumping Station to Turbanhalli Pumping Station. When the Civil & Military Station authorities ordered out their plant, including their switchboard, they included in their order, on our behalf, the necessary panel and switchgear for controlling the in-coming line in the Turbanhalli Pumping Station; this panel includes the meter which will record the power consumed and the readings therefrom will be the basis of our monthly bills. Furthermore, ^{the 4. 6. 20} we provided in the Soldevanhalli Pumping Station in 1920, a bank consisting of three 150 K.W. Transformers for stepping down the power from 35000 to 2300 volts for Turbanhalli Pumping Station. After ^{the 4. 6. 20} we have gone to all of this expense long before the Turbanhalli Pumping Station is ready, there is not much liklihood of ²⁵ our delaying the supply of power beyond the date on which the Turbanhalli Pumping Station electrification is completed, and therefore, if there is any binding clause put in, it should be as recommended above.

For your information, I would mention that the Engineer-in-charge of the Civil & Military Station Water Supply informed me about a month ago that the electrical pumps and apparatus ~~had~~ already arrived in India and that they would proceed shortly with its installation, and it is, ^{the 4. 6. 20} therefore, rather a late date to suggest a binding clause.

(29)

Clause 3.

The comments of the Electrical Adviser, with reference to this clause, is quite correct and no modifications are necessary.

Clause 6.

has? The central point at which the power will be delivered and measured as long ago been definitely decided on in consultations between the Engineer officer in charge of the Civil & Military Station Water Supply and myself, and on the basis of this agreement the switchboard panel referred to above was ordered. This central point is therefore fixed and there is no need of further defining its location in the agreement.

With reference to the fixing of the minimum monthly charge, no modification to the clause is necessary, as the method ^{was} long ago standardised in all of our agreements for the supply of power to any consumer. The method is based on the normal rating of the installation in horse power, when the installation is working under normal full load conditions. The number of pumps to be installed and the rated H.P. of each have no actual bearing on the minimum, as the minimum is based on the actual normal full load working conditions of the installation, irrespective of the amount of plant actually installed in the installation. This condition is provided for, for the definite purpose of encouraging the consumer to instal standby plant so that, in case of break-downs, he will have plant to start up in its stead and thereby his consumption and payment therefor will result in a high load factor. The minimum equivalent to a 50% load factor is specified so as to guarantee a certain revenue irrespective of the number of hours the pumps actually operate, and

plant?

as mentioned above, is based on the actual full load rating of the installation.

Clause 4 of the agreement provides that the power shall be metered at a central point and it is therefore, so far as the supply is concerned, not proposed to meter each individual unit in the Pumping Station.

For the reasons given above, no modifications are necessary to this clause of the agreement.

Clause 7.

There is no need for any modifications to this clause for the simple reason that, if each and every building is clearly defined, then any other building which might in future be erected, could ^{not} be supplied with lights. It is the intention of this agreement to permit of the consumer taking his required amount of power from time to time for such purposes as illumination of buildings, etc.

Clause 14.

It is provided in this clause that, in case the decision of the committee is not unanimous, the question under dispute should be referred to the Chief Judge of Mysore for the time being and I should, therefore, think that in case the two members of the committee appointed by the Consumer and the Supplier could not agree on a third member, then the question would automatically go to the Chief Judge of Mysore. I am, however, agreeable to the suggestion that, in case the members of the committee appointed by the Consumer and the Supplier cannot agree on a third member, the Hon'ble the British Resident in Mysore nominate the third member.

(81)

Clause 15.

Provision is made for the signature of the Consumer which, of course, can be changed to provide the designation of whatever officer may sign on behalf of the Consumer.

With reference to the additional clause, it would be advisable to add a special clause (a) to Clause 4 of the agreement to read as follows:-

"The consumer shall have the right to instal at his own cost and for his exclusive use a meter or meters in series with the supplier's meter or meters for comparison with the Supplier's meter or meters and should there be a variation of 5% between the Consumer's meter or meters and those of the Supplier, then the Consumer may demand a test, in the presence of his technical representative, if so desired, and if the consumer's meter is found to be accurate to 5%, it shall then be deemed to be correct. If the meter is found to vary more than 5% from correct, then ^{an} ~~the~~ amount equivalent to the variation will be added or subtracted from the accounts for the month in which the variation between the two sets of meters occurred."

There is no ^{need for} further provision for testing the meters necessary, inasmuch as the Supplier's meter will determine the Supplier's revenue from the power supply and the Supplier will, therefore, take the necessary steps to test his meter or meters at regular intervals to assure that the readings indicated thereon are correct. For your information, I would say that our power meters, installed in the consumer's premises, are tested regularly every six months.

I am not prepared to recommend a clause entitling the Consumer ^{to} terminate the agreement on account of our failure to deliver a suitable supply of power. It is the business of the Electrical Department to provide a suitable power supply and as our revenue is dependent thereon, we are most certainly going to make a suitable supply available at all times. We never make such a provision in any of our agreements, not even with so important a consumer as the Kolar Gold Fields Mining Companies. Furthermore, I would point out that the first sentence in Para 1 provides that the Supplier shall supply all electrical energy that may be required by the consumer for the regular working of the machinery and plant and lighting of the Consumer's Pumping Station and if we fail to do so, the agreement automatically terminates.

With reference to the kind and quality of energy which we propose supplying, is provided for in Clause 4 of the Agreement, and on the basis of the specifications contained therein, the electric pumps, switchgear and so forth have been purchased, and therefore, the opinion of any other technical advisers than those who have already been consulted is unnecessary.

With the exception of the points mentioned above, I do not consider it advisable to make any modifications to the draft agreement.

As the Consumer's plant has all arrived in India and as we are proceeding with the erection of the supply line from Soldevannalli to Turbannalli Pumping Station, the Consumer will be ready and to

(83)

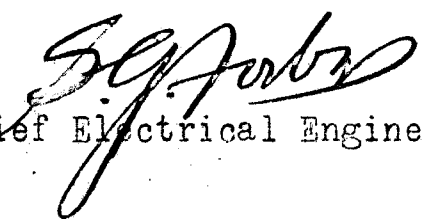
take and the Supplier will be ready to supply the necessary power for this installation in the course of the next 2 or 3 months, and I would, therefore, strongly recommend that you urge the proper authorities to complete the agreement as early as possible so as not to delay the completion of the undertaking. When this Pumping station is electrified, considerable fuel will be released for domestic purposes thereby tending to cheapen that commodity in Bangalore and its vicinity.

I have the honor to be,

Sir,

Your most obedient servant,

SGF-PRN.


Chief Electrical Engineer

P.P. 117-20-30.

(84)

Col 829 with a spec of
7th March 1923
H.M. to

Sd by Mr. R. Mathan

To

The Secretary to the Resident in Mysore

Sir,

With reference to your letter No. 241/45 A.-1899 dated the 9th January 1923 forwarding a statement showing the comments made by the Technical Advisers of the Government of India on the draft agreement relating to the electrification of the Pumping Plant at Turbanhalli and calling for the views of H. H's Govt in the matter I am directed to state as follows:-

(i) Clauses 1 and 2.- These clauses provide that the agreement shall date from the day on which the electric installation in the consumer's pumping station is complete and the supplier notifies the consumer that power is ~~available~~ available, which ~~is~~ ^{shall be} the correct method of determining the date from which ~~any~~ ^{such the} agreements begins. ~~Therefore~~ ^{therefore} no modification as is now proposed is necessary.

It appears to H. H's Govt. that if any modifications are made at all they should, instead of binding the Mysore Electrical Department to supply power within a definite date, bind the consumer to take the power within a definite date. It is understood that the Electrical Department ~~had~~ ^{has} been negotiating with the authorities of the Civil and Military station and their

(85)

- 2 -

several experts and advisers for a ~~very~~ long time, and when the Government of India finally sanctioned the electrification scheme ~~(and the plant was ordered)~~ the Electrical Department ordered out the necessary switchboard for controlling the outgoing ~~feeder~~ feeder line from the Soldevanhalli Pumping Station. The department has reserved in its stock, for a long time, the heavy copper wire and poles for running the power supply line from Soldevanhalli Pumping Station to Turbanahalli Pumping Station. When the Civil and Military Station authorities ordered out their plant, including their switchboard, they included in their order, on behalf of the Mysore Electrical Department, the necessary panel and switchgear for controlling the incoming line in the Turbanahalli Pumping Station; this panel includes the meter which will record the power consumed and the readings therefrom will be the basis of the department's monthly bills. Furthermore, the department provided in the Soldevanhalli Pumping Station in 1920, a bank consisting of three 150 K.W. Transformers for stepping down the power from 35,000 to 2,300 volts for ^{the} Turbanahalli Pumping Station. After the ^{it} department has gone to all these expenses before the Turbanahalli Pumping Station is ready, there is not much likelihood of its delaying the supply of power beyond the date on which the Turbanahalli Pumping Station

(86)

electrification is completed, ~~and therefore,~~
~~if there is any binding clause put in, it~~
~~might~~ ~~should be as recommended above.~~ It is under-

stood that the electrical pumps and appa-
ratus have already arrived in India and that
this ~~its~~ installation will shortly be proceeded
with. ~~and~~ ^{appears} ~~it is~~, therefore, unnecessary to ^{add} ~~sug-~~
~~gest~~ a binding clause.

(ii) Clause 3.- ~~(The comments of the Elec-~~
~~trical Adviser with reference to this clause~~
~~is quite correct and)~~ ^{a this clause} ~~No modifications are~~
^{is necessary as pointed out by the Elec. Adviser}
^{to the Joint M.O.A.}

(iii) Clause 6.- The central point at which
the power will be delivered and measured has
long ago been definitely decided on in con-
sultations ~~between~~ ^{between} the Engineer officer in
charge of the Civil & Military Station water
supply and the Chief Electrical Engineer of
Mysore, and on the basis of this agreement
the switchboard panel referred to above was
ordered. This central point is therefore
fixed and there is no need for further defin-
ing its location in the agreement. With
reference to the fixing of ^a minimum charge,
no modification to the clause ^{is} ~~is~~ necessary
as the method ^{of fixing this has} ~~was~~ long ago ^{been} standardised in
all the agreements of the Electrical Depart-
ment for the supply of power to ^{any} ~~any~~ consumer.
The method is based on the normal rating of
the installation in horse power, when the
installation is working under normal full
load conditions. The number of pumps to be
installed and the rated H.P. of each have no
actual bearing on the minimum, as the min

(87)

- 4 -

is based on the actual normal full load working conditions of the installation, irrespective of the amount of plant actually installed ~~in the installation~~. This condition is provided for, for the definite purpose of encouraging the consumer to instal^a standby plant so that, in cases of break-downs, he will have a plant to start up in its stead and thereby his consumption and payment therefor will result in a high load factor. The minimum equivalent to a 50 per cent load factor is specified so as to guarantee a certain revenue irrespective of the number of hours the pumps actually operate, and as mentioned above, is based on the actual full load rating of the installation. Clause 4 of the agreement provides that the power shall be metered at a central point and it is therefore, so far as the supply is concerned, not proposed to meter each individual unit in the pumping station. For these reasons no modifications to this clause as suggested are necessary.

(iv) Clause 7.- There ~~is~~^{is} no need for any modification to this clause for the ~~simple~~ reason that, if ~~each and~~ every building is clearly defined, then any other building which might in future be erected, could not be supplied with lights. It is the intention of this agreement to permit of the consumer taking his required amount of power from time to time for such purposes as illumination of building etc.

that is
 So that in case of
 difference between the
 two members appointed
 the consumer & supplier the
 question would automatically
 go to the Chief Justice
 go to a high judicial
 authority. This
 seems the preferable
 to the

H.H.'s proposal to the
 suppliers that in
 case the members of the
 committee appointed by the
 consumer & the supplier
 cannot agree on a third
 member, he should be
 nominated by the
 Resident in Mysore for
 the time being

(V) Clause 14.- This clause provides that in case, the decision of the committee is not unanimous, the question under dispute should be referred to the Chief Judge of Mysore for the time being. ^{that in case} ~~the two members of the committee appointed by the consumer and the supplier could not agree on a third member the question would automatically go to the Chief Judge of Mysore.~~ ^{H.H.'s} ~~There is, however, no objection to the suggestion that, in case the members of the committee appointed by the consumer and the supplier cannot agree on a third member, the Hon'ble the Resident in Mysore, ^{for the time being} should nominate the third member, being adopted.~~

(VI) Clause 15.- Provision is made for the signature of the consumer which, of course, can be changed to provide the designation of whatever officer may sign on behalf of the consumer.

(VII) With reference to the additional clause, it would be advisable to add a special clause

(A) to clause 4 of the agreement to read as follows:-

"The consumer shall have ^{the} right to instal at his own cost and for his exclusive use a meter or meters in series with the supplier's meter or meters for comparison with the supplier's meter or meters and should there be a variation of 5 per cent between the consumer's meter or meters and those of the supplier, then the consumer may demand a test, in the presence of his technical representatives if so desired, and

(89)

- 6 -

of the supplier's meter.

I think this has to be defined - in a question of calibration of meters, the meter which has to be regarded as correct will perhaps have to be specified.

The testing is done in the standard instruments maintained in the Lab of the Dept. of Elec. Engrg.

Rule

the consumer's meter is found to be accurate to 5 per cent, it shall then be deemed to be correct. If the meter is found to vary more than 5 per cent from correct, then an amount equivalent to the variation will be added or subtracted from the accounts for the month in which the variation between the two sets of meters occurred."

(viii) There is no need for further provision for testing the meters, inasmuch as the supplier's meter will determine the supplier's revenue from the power supplied and the supplier will, therefore, take the necessary steps to test his meter or meters at regular intervals to assure that the readings indicated thereon are correct. It is understood that power meters of the Electrical Department installed in the consumer's premises are tested regularly every six months.

(ix) The proposed additional clause to entitle the consumer to terminate the agreement on account of failure of the Electrical Department to deliver a suitable supply of power is not acceptable. It is the ^{business} duty of the Electrical Department to provide a suitable power supply as the ^{of the Dept.} revenue is dependent thereon. It is unusual to make such a provision in any of the agreements of the department, ^{& such provision has not been made} ~~not even so~~ ^{con} ~~with~~ so important a consumer as the Kolar Gold Fields Mining Company. Furthermore, the first sentence in clause 1 provides that the supplier shall supply all electrical energy that may be required by the consumer for the

(90)

- 7 -

regular working of the machinery and plant and lighting of the consumer's pumping station and if the Electrical Department fails to do so, the agreement ^{with him} automatically ~~terminates~~.

(X) The kind and quality of energy to be supplied by the department is provided for in clause 4 of the agreement and on the basis of the specifications contained therein the electric pumps, switchgear and so forth are understood to have been purchased by the department, and therefore the opinion of any other technical advisers than those who have already been consulted is ~~necessary~~ unnecessary.

2. As it is understood that the consumer's plant has already arrived in India and the Electrical Department is proceeding with the erection of the supply line from Soldevanhalli to ^{the} Turbanahalli Pumping Station, the consumer will be ready to take and the ^{dept.} ~~supplier will be~~ ready to supply the necessary power for the installation in the course of the next two or three months. I am ^{therefore} to request that the completion of the agreement may kindly be expedited so that the pumping station may be electrified as early as possible.

I have etc.,

Chief Secy. to Govt.

Recd
6.3.23

P.P 117-20-31

21 no 435628/3/23
Copy of the above is forwarded with compliments to the Chief Electrical Engineer for information with ref. to his letter no 436023/2/23

Pol 274

(91)

R. O. 2.—R. P. B.—8-1923.—5,000.

No. 6990 ENCLOS. 2
45 A-1899.

Dated Bangalore,

31st August 1923

FROM

A. N. L. Cater, Esq., I.C.S.,

Jun 1417

SECRETARY TO THE RESIDENT IN MYSORE.

P.P. 117-20-32

RECEIVED
1 SEP 1923

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Subject:—

Electrification of the pumping plant at Turbanhall

XX
11/9/23
SIR

117-20
N

With reference to the correspondence ending with your letter No. Pol.829^x, dated the 7th March 1923, I am directed to forward the Agreement in duplicate duly engrossed for signature and to request that it may be returned to this office after execution by His Highness the Maharaja of Mysore for transmission to the Government of India for execution on behalf of the Secretary of State for India in Council.

I have the honour to be,
Sir,
Your most obedient servant,

M. L. S.

SECRETARY TO THE RESIDENT

R.J.

(92)

SUBJECT

Diary No. of letter replied to

Section PP

File No. 117-20

Serial No. 33

General and Revenue Secretariat

, the

192

No.

Pol 221 Ent 1

Date of issue 11th Sept 1923 To

The Secretary to the Hon'ble the

Signed by Mr. K. M. M. Khan

Resident in Mysore

Sir,

Adverting to correspondence
ending with your letter No 6990
45A-189
of the 31st Aug 1923, I am directed
to return herewith the Agreement,
in duplicate, regarding the
electrification of the pumping plant
at Turbanhalli, duly signed by
the Dewan of Mysore on behalf
M. over.

(13)

of His Highness the Maharaja and
to request that the same may be
transmitted to the Govt of India
for execution on behalf of the
Secretary of State for India.

Shawese

10/9/23.
For Chief Secy

10/9/23

10/9/23.

List of enclosures. (Two copies of appendix)

Copied by

Examined by

Pol 339

R. O. 2 R. P. B. - 8-1928. - 5,000.

No. 7403 ENCLOS. 1
45 A-1899.

(a4)

Dated Bangalore,

17th September 1923.

for 1784

FROM

A. N. L. Cater, Esq., I.C.S.,

P.P. 114-20-34

SECRETARY TO THE RESIDENT IN MYSORE.



The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Subject:—

Electrification of the pumping plant at Turbanhalli

SIR,

With reference to your letter No. Pol.221, dated the 11th September 1923, I am directed to forward the agreement in duplicate signed by the Dewan of Mysore and to request that it may be duly sealed and returned at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

5413
25/9

Sub: with a draft to the Resd

and another to the Chief Ele. Engr

The sealed agreement

4. 20/9/23 was shown to the

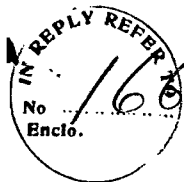
BJ Sec who app'd it

being sent to Resd by 20/9/23

SECRETARY TO THE RESIDENT

Mater

AMB
JSS



Telegraphic Address :
"GOMED"

Codes Used
Bentley's Lieber's
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

Jun 1483

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

—o— P.P. 117-20-35

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore. 4th September 1923

(MYSORE, INDIA.)

5 SEP 1923

The Chief Secretary to the Government
of His Highness the Maharaja of Mysore,
BANGALORE.

Electrification of Turbanhalli Pumping Station.

With reference to your letter No. Pol.1007 dated 3rd May 1923, addressed to the Secretary to the Hon'ble the Resident in Mysore, I have the honour to state that the electrification of the Turbanhalli Pumping Station was completed and the electric driven pump started up on 1st September 1923, and that it is therefore necessary to complete the execution of the agreement at once, and I would request the favour of your expediting its completion.

I have the honour to be,

Sir,

Your most obedient servant,

[Signature]
Chief Electrical Engineer.

CSC.

Two d/5

(96)

SUBJECT

Diary No. of letter replied to

Section *DP*

File No. 117-20

Serial No. 35 36

General and Revenue Secretariat

()
the 192 . }

No. 254/2

Date of issue 20-9-23

To

The Secretary to the President

Signed by *M. K. Ramani*

Sir,

I am directed to acknowledge the receipt of your letter no 7403/45A-1899 of the 17th Sep 1923 and to return herewith ^{duly sealed} the Agreement in duplicate, regarding the electrification of the pumping plant at Turbunkalli, ~~duly sealed with the seal of the Dewan of Mysore.~~

Eue/2

over. I have to

20/9

For Chief Secy
20/9/23

Two d/s

(97)

SUBJECT

Diary No. of letter replied to

Section

P.P.

File No.

117-20

Serial No.

37

General and Revenue Secretariat

, the

192

No.

G. 5064

Date of issue

20/9/23.

To

The Chief Electrical Engineer
in Mysore

Signed by

J. T. Damayanti

Sir,

With reference to your letter
no 1668 of 4.9.23, I am directed
to state that the Agreement
regarding the electrification of
the pumping plant at Turban
halli has been sent to the Res^{ce}
for transmission to the Govt of India
for execution on behalf of the
Sec^y of State for India.

I have to
V. V. V.by
20/9/23by
20/9/23
for Chief Sec^y

Pol 1332
R.O. 2. R.P. B. - 8.1923 - 5,000.
11th April 1924.

No. 3140 ENCLOS. 1
45 A-1899.

Dated Bangalore,

(98)

Gu 5752

FROM

A. N. L. Cater, Esq., I.C.S.,

SECRETARY TO THE RESIDENT IN MYSORE.

P.P. 117-20-38

To

g.m.
Subject:
11 APR. 1924
Call
only

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

AGREEMENT RELATIVE TO THE ELECTRICAL PUMPING
PLANT AT TURBANHALLI.

SIR

I am directed to refer to the correspondence
ending with your letter No. Pol.254^x, dated the 20th
September 1923.

2. The Army Department have suggested certain
modifications in the agreement which are embodied in the
revised agreement^x sent herewith.

(return requested.) I am to request that the Resident may be

favoured with the views of the Government of Mysore.

I have the honour to be,
Sir,
Your most obedient servant

Metro

SECRETARY TO THE RESIDENT

(99)

Pol. 43 k/2
P.P 117-20-39

To

8/12-7-24

The Secretary to the
Resident in Mysore.

Sir,

With reference to the correspondence ending with your letter No.3140/45 A-1899 dated 11th April 1924, regarding the agreement relating to the Electrical Pumping plant at Turbhalli, I am directed to invite attention to the fact that the terms of the agreement have been under correspondence for over three years and during this period the proposals of the Solicitors to the Govt. of India and of their Techni Expert have been duly considered. Copies of the agreement as finally agreed to between the parties were received in duplicate, duly engrossed for signature, with your letter No.6990 of 31st August 1923 and were returned signed by the Dewan on the 11th September 1923. Further modifications have been now proposed by the Army Department of the Govt. of India. His Highness' Government accept the modifications proposed subject to the following:-

Clause 2. The supply of power having commenced from 1st September 1923, this date may be inserted in this clause.

Clause 15. His Highness' Govt. prefer that any dispute between the parties should be referred to the decision of a Committee ~~of three~~ and that if they do not come to a unanimous decision the dispute should be referred to the highest independent judicial authority, viz., the Chief Judge of the Chief Court of Mysore.

His Highness' Government ~~have already accepted~~
~~the proposal that if the two members selected by~~
~~the parties do not agree as to the selection of~~
~~third member, he may be nominated by the Hon'ble~~
~~the Resident.~~ ^{to the Resident} They also agree that if one of the
parties fail ~~to~~ or neglect to appoint a Member,
the appointment of such member may be made by the
Hon'ble the Resident.

The revised clauses 2 and 15 of the agree-
ment as proposed by His Highness' Govt. are an-
nexed to this letter. I am to request that the
Govt. of India may now be kindly moved to comple-
the execution of the agreement as early as possi-
ble.

The copy of the revised agreement received
with your letter under reply is herewith returned

I have, etc.,

by

Chief Secretary to Government

47/7

(101)

Agreement connected with the power supply
to Turbanhalli Pumping Station.

Clause 2. This agreement shall commence from the first day of September 1923 and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

Clause 15. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights, duties or liabilities of either of the parties under or in connection with this agreement, then and in every such case the dispute or difference shall first be referred to a Committee consisting of three persons one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. In case the members of the Committee appointed by the Consumer and the Supplier do not agree as to the selection of a third member within 30 days of their appointment such third member shall be nominated by the Hon'ble the British Resident in Mysore for the time being. The unanimous decision of such a Committee shall be final and binding on the parties and persons claiming under them respectively as if it is an award made by arbitrators. If either party shall refuse or neglect to nominate a member of the Committee within 20 days after the other shall have nominated a member and served a written notice upon the other requiring the appointment of a member, he shall be nominated by the Hon'ble the British Resident in Mysore for the time being.

*See sheet
attached*

(102)

In such a case, if the members so appointed do not mutually agree to the appointment of a third member, no nomination of a third member shall be made and the unanimous opinion of the two members shall be final and binding on the parties and persons claiming under them respectively. In case of ~~the~~ ^{and unanimous} decision of such a Committee ~~not be~~ ^{not being reached by the} appointed ^{as aforesaid} if the unanimous, the matter in dispute or difference with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to ^{the Chief Court of} the Chief Judge of Mysore for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

by
30/6
8/11

See next sheet

(103)

Revised draft.

Clause 15. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights, duties or liabilities of - . - either of the parties under or in connection with this agreement, then and in every such case the dispute or difference shall first be referred to a Committee consisting of two persons, one appointed by the Supplier and the other appointed by the Consumer. The unanimous decision of such a Committee shall be final and binding on the parties and persons claiming under them respectively as if it is an award made by arbitrators. If either party shall refuse or neglect to nominate a member of the Committee within 20 days after the other shall have nominated a member and served a written notice upon the other requiring the appointment of a member, he shall be nominated by the Hon'ble the Resident in Mysore for the time being. In case of a unanimous decision not being reached by the Committee appointed as aforesaid, the matter in dispute or difference with the report of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of the Chief Court of Mysore for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be

(104)

2.

borne shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

8/7

by
47

(105)

As ~~proposed~~ finally accepted.	As now
AN AGREEMENT made the..... between the Government of HIS HIGHNESS the Maharaja of Mysore (hereinafter referred to as "the Supplier") of the one part and the Secretary of State for India in Council (hereinafter referred to as "the Consumer") of the other part. Whereas the supplier has agreed to supply to the Consumer and the consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumer's Pumping Station and premises at Tarbanhalli for the period and upon the terms and conditions hereinafter provided. Now it is hereby agreed between the parties hereto as follows:- 1. The Supplier shall supply and the Consumer shall take all electrical energy that may be required by the Consumer for the regular working of the machinery and plant in and the lighting of the consumer's Pumping Station and premises situate at Tarbanhalli..... Taluk..... District, from the date of the commencement of the supply and during the currency of this agreement, as hereinafter provided.	AN AGREEMENT made the..... of between <u>THE</u> <u>MYSORE</u> (hereinafter referred to as "the Supplier") of the one part and the Secretary of State for India in Council (hereinafter referred to as "the Consumer") of the other part. Whereas the supplier has agreed to supply to the Consumer and the consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumer's Pumping Station and premises at Tarbanhalli for the period and upon the terms and conditions hereinafter provided. Now it is hereby agreed between the parties hereto as follows:- 1. The Supplier shall supply and the Consumer shall take all electrical energy that may be required by the Consumer for the regular working of the machinery and plant in and the lighting of the consumer's Pumping Station and premises situate at Tarbanhalli..... Taluk..... District, from the date of the commencement of the supply and during the currency of this agreement, as hereinafter provided.

TO TURBANHA'LI PUMPING STATION

ified by the Military Authorities	REMARKS <i>by the C.I.3.</i>
NT made this day ne thousand nine hundred and twenty <u>ERNMENT OF HIS HIGHNESS THE MAHARAJA OF</u> arter referred to as "the Supplier") and <u>THE SECRETARY OF STATE FOR INDIA</u> einafter referred to as "the Consumer") rt <u>WHEREAS</u> the Supplier has agreed to onsumer and the Consumer has agreed e Supplier electrical power for the ing the machinery of and lighting the ing Station and premises at Tarbanhalli and upon the terms and conditions vided <u>NOW IT IS HEREBY AGREED</u> between eto as follows:- ler shall supply and the Consumer shall rical energy that may be required by the the regular working of the machinery and the lighting of the Consumer's Pumping remises situate at Tarbanhalli, uk Bangalore District, from the date of ent of this supply and during the his agreement, as hereinafter provided.	<i>This may be accepted</i> <i>This may be accepted</i>

2. This Agreement shall commence from the date on which the electric installation in the Consumer's Pumping Station is complete and the supplier notifies the consumer that power is available and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The power supplied under this Agreement shall not be utilised by the Consumers in any manner prejudicial to the supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Electrical Adviser.

4. The electric power at 2200 volts, 3 phase, 25 cycles, shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied.

The consumer shall have the right to instal at his own cost and for his exclusive use a meter or meters in series with the supplier's meter or meters for comparison with the supplier's meter or meters and should there be a variation of 5 per cent between the consumer's meter or meters and those of the supplier then the consumer may demand a test, in the presence of his technical representatives, if so desired, and if the consumer's meter is found to be accurate to 5 per cent, it shall then be deemed to be correct. If the meter is found to vary more than 5 per cent then an amount equivalent to the variation will be added or subtracted from the accounts for the month in which the variation between the two sets of meters occurred.

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be added
month in
of meter

(106)

agreement shall commence from the date on
 electric installation in the Consumer's
 station is complete and the Supplier
 the Consumer that power is available and
 continue for a period of ten years therefrom
 to earlier termination under any of the
 provisions hereinafter contained.

Power supplied under this Agreement shall not be
 by the Consumer in any manner prejudicial to the
 and all usage must be according to such method
 and in such place or places as shall have been
 approved by the Supplier's Electrical Adviser.

electric power at two thousand and two hundred
 three phase, twenty five cycles, shall be
 to and delivered at the Pumping Station at
 point by and at the expense of the
 and the Supplier will at the like expense lay,
 maintain, supervise, and keep in repair
 and proper cables and other apparatus for
 every and a duly certified meter or meters for
 the energy supplied. The Consumer shall have
 to install at his own cost and for his
 use a meter or meters in series with a
 meter or meters and should there be a
 of three per cent between the Consumer's
 meters and those of the Supplier, then
 the Consumer may demand a test, in the presence of
 technical representatives if so desired, and if the
 meter is found to be accurate to three
 it shall then be deemed to be correct.
 If the meter is found to vary more than three
 then an amount equivalent to the variation will
 be added or subtracted from the accounts for the
 period in which the variation between the two sets
 occurred.

As the supply was
 already given on
 Sept 1-1923 this
 date should be
 given in this
 para

this may be
 accepted.

this may be accepted

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pumps and the due continuity of such supply with as little variation of motor speed as is reasonably practicable but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest or of any accident or cause not ordinarily within the control of the supplier, provided always that the Supplier will give notice, within 30 minutes of such stoppage of the probable duration of any interruption in supply due to any cause and will use every possible means to make the period of interruption as short as possible.

6. The Consumer will pay to the Supplier by monthly payments within two weeks after bill for same is rendered for the power supplied at the rate, as specified in the Schedule in para 13 per kilo watt hour (B.O.T.U.) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a 50% Load Factor based on the actual rated load and provided that the minimum charges shall not apply in the event of a stoppage of work from causes beyond the control of the consumer. For the purpose of calculating monthly load factors, holidays and supply stoppages will be deducted. Load factor to be calculated as below:-

$$\frac{\text{Kilo watt hours (B.O.T.U.)}}{\text{Monthly working days} \times 12 \times \text{rated H.P.} \times .746} = \text{Load Factor}$$

The monthly minimum charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ number of working days in the month $\times$.746.

5. The to ensure efficient of such as is re not be li interrupt cutting Supplier earthqua or cause Supplier notice, v probable any cause period of

6. The payments rendered in the Sc (B.O.T.U. and as re or meters which sha monthly c Factor be the minim stoppage Consumer. factors, Load facto

$$\frac{\text{Kilto}}{\text{Monthly}}$$

The month number of

(107)

Supplier will take all reasonable precautions to supply of power to the Consumer for driving the pumps and the due continuity of supply with as little variation of motor speed as is reasonably practicable but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of fire or damage to any wires or works of the Supplier arising from war, mutiny, riot, or by reason of hurricane, or tempest or of any accident not ordinarily within the control of the Supplier. PROVIDED ALWAYS that the Supplier will give notice of such stoppage of the supply of power within thirty minutes of such stoppage of the supply and will use every possible means to make the interruption as short as possible.

Consumer will pay to the Supplier by monthly bill within three weeks after bill for same is rendered for the power supplied at the rate, as specified in the schedule in para. (14) per kilo watt hour and delivered at a point to be decided on and metered by the Supplier's recording meter installed for the purpose at such a point as to be taken as correct subject to a minimum load charge equivalent to a fifty per cent Load Factor on the actual rated load and provided that no extra charges shall not apply in the event of a stoppage of work from causes beyond the control of the Supplier. For the purpose of calculating monthly load charges, holidays and supply stoppages will be deducted. The load factor to be calculated as below:-

$$\frac{\text{Total hours (B.O.T.U.)}}{\text{Working days} \times 12 \times \text{rated H.P.} \times .746} = \text{Load Factor}$$

Minimum charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ working days in the month $\times$.746.

This may be accepted

This may be accepted

7. For the purpose of arriving at the rated H.P. in para six supra the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the supplier and the consumer at any time found necessary for such a rating.

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in Para 6 hereof and at the rates as given in para 13 hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply for one hour once a month after having given notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption, such interruptions may extend to and shall not exceed three hours once in three months.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required by the Consumer in connection with the Electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this Clause in the event of any requirement of the consumer entailing extra expense to the Supplier.

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Supplier.

May be accepted

May be accepted

Same as ours

Same as ours

10. Should the Pumping Station entirely cease to work for a period exceeding 3 consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing served at the office of the Consumer to terminate this Agreement and upon the service of such notice this Agreement shall forthwith terminate accordingly; and within three months from the date of such service of notice, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire or other causes beyond the control of the consumer as to necessitate the complete stoppage of the operation, or the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred this agreement shall not be terminated but this provision for the minimum contained in Clause 6 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rates hereinbefore provided.

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(107)

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premises all apparatus therein belonging to the

ent of the Pumping Station being so destroyed
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shall not apply during such time as the
is bona fide under repair and the
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ing to meter readings at the rates herein-

Same as above

May be accepted

12. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

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SCHEDULE.

Rated load in horse power of the motor.		Rate per B.O.T.U.	Minimum monthly charge per rated H.P. maximum demand.
Up . to	20 H.P.	2.00 annas	No. minimum
21 "	50 "	1.50 "	-do-
51 "	100 "	.95 "	50% load factor
101 "	200 "	.80 "	-do-
201 "	300 "	.70 "	-do-
301 and above		.60 "	-do-

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~~13.~~ The a
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Rated load
horse power
the motor.

Up to 2
21 " 5
51 " 1
101 " 20
201 " 30
301 and abo

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Supplier in connection with this agreement will
 in the Assistant Commanding Royal Engineer,
 and any notice by the supplier to the Consumer
 shall be deemed to have been duly given if in writing addressed
 to the above-mentioned officer and left at or sent
 by registered post to his office at Bangalore. Any

Consumer to the Supplier shall be deemed to
 have been duly given if in writing addressed to the

left at or sent by registered post to the

The
Address of the Supplier to Bangalore of Mysore

Authorised servants of the Supplier shall at all
 times without notice be entitled to enter the
 premises to read the meters. Any attempts to prevent
 them shall render the Consumer liable to have the
 supply cut off and reconnection shall not be
 at the cost of disconnection has been paid by

SCHEDULE

	Rate per B.O.T.U.	Minimum monthly charge per rated H.P. maximum demand.
H.P.	2.00 annas	No minimum
"	1.50 "	-do-
"	.95 "	50% load factor
"	.80 "	-do-
"	.70 "	-do-
"	.60 "	-do-

*this proposed para
 12 may be added
 to our para 12, which
 must be retained
 in the agreement
 so as to provide for
 any entering the
 premises to be
 necessary.*

*omit as it
 is provided for
 above.*

*Same as
 above.*

14. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore, for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

That in case the members of the Committee appointed by the consumer and the supplier cannot agree as to the selection of a third member, he should be nominated by the Resident in -- Mysore for the time being.

15. In arising this Agr as to th parties or diffe by the A one to b differen Umpire reference

If neglect after the and serve the appo arbitrate refuse of Umpire su Resident of the ar the parti

Shou the award in Mysore

(111)

in event of any dispute or difference
as to the construction, meaning or effect of
any provision or of any clause herein contained or
rights or liabilities of either of the
parties to this Agreement, the matter in dispute
shall be submitted to and be decided
by a Tribunal in Bangalore of Arbitrators,
one to be nominated by each party to the dispute or
by which arbitrators shall appoint an
Umpire taking upon themselves the burden of the

dispute. If either of the parties shall refuse or
neglect to nominate an arbitrator within 20 days
after the date on which they shall have nominated an arbitrator
or if they shall fail to give a written notice upon the other requiring
the nomination of an arbitrator or if the two
arbitrators nominated by the parties to this agreement
neglect within 30 days to nominate an
Umpire shall be nominated by the
Government of Mysore for the time being. The award
of the arbitrators shall be final and binding upon
the parties hereto.

If the arbitrators be unable to agree as to
the matter in dispute the matter will be referred to the Resident
whose decision will be final.

*This is for
Govt to
accept or
otherwise*

15. In witness whereof the Government of His Highness the Maharaja of Mysore have executed this agreement by their proper representative thereunto duly authorised and the common seal of the Consumer has been hereunto affixed the day and year first above written.

SIGNED and sealed with the
~~Witnesses~~-Seal of the --
Government of Mysore by
Albion Rajkumar Banerji
the Dewan of Mysore acting
in the premises for and on
behalf of His Highness the
Maharaja of Mysore in the
presence of.

~~Witnesses~~

Chief Electrical Engineer
Government of Mysore.
Dewan of Mysore.

WITNESSES:-

~~Witnesses~~

~~Witnesses~~

~~Witnesses~~

SIGNED BY.

Secretary
to the Government of India in
the Foreign and Political Depart-
ment by the order and direction
of the Governor General in Council
acting in the premises for and on
behalf of the Secretary of State
in the presence of

Secretary to the
Government of the Foreign
and Political Depart-
ment.

WITNESSES:-

10-5-1924.
MGK-AK.

IN WIT
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SIGNED and
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(112)

NESS whereof the Government of His Highness
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lives thereunto duly authorised and the
of the Consumer has been hereunto affixed the
first above written.

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the Maharaja
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half of the
State in the

Secretary to the Government
of India in the Foreign
and Political Department.

May be accepted

S. J. Subas
10/5/27

.....

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

(113)

No. 5469 ENC. 2
454-1899.

O. G.

P.P. 117-20-40

FROM

Major A. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

Pol. 7

TO

The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

Dated Bangalore, / 27 July 1925.

Subject.

AGREEMENT RELATIVE TO THE ELECTRIC PUMPING
PLANT AT TURBANHALI.

SIR,

With reference to the correspondence ending with your letter No. Pol.43/P.P.117-20-39, dated the 12th July 1924, I am directed to forward the Agreement duly engrossed in duplicate for signature received from the Government of Mysore. They say that in paragraph 7 the last word but one should be altered from "thirteen" to "fourteen" and that if necessary the alteration should be initialled by the Dewan of Mysore. They add that in paragraph 12 the designation of the Supplier should be entered. I am to request that the Agreement may kindly be executed on behalf of His Highness the Maharaja and that both copies of the Agreement may be returned to this office.

I have the honour to be,

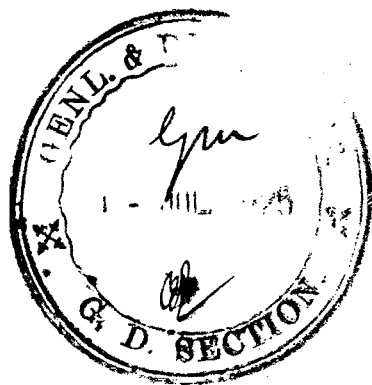
Sir,

Your most obedient servant,

Evans-Gordon

Major.

SECRETARY TO THE RESIDENT



(115)

G. R. S. G/33]

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form)

as requested
therein.

M

Pol 105⁴²
P.P. 117-20-41
20 D 31/7/25
The Secretary
to the Resident
Sir,
With reference
to your letter No
5469/45A-1899 of the
1st July 1925 I am
directed to return
herewith both
copies of the Agreement
relating to the
electrification of
the pumping station
at Turbunahally
only executed, on
behalf of H.H.
the Maharaja and
to keep request
that they may be
transmitted to the
Govt. of India
for execution on
behalf of the

All communications should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.



(117)

No. 9581 ENC. 1
45A-1899.

9m 2087

P.P. 117-20-42

Pol. 585

FROM

Major K. A. G. Evans Gordon,

SECRETARY TO THE RESIDENT IN MYSORE.

TO

The Chief Secretary to the Government of

His Highness the Maharaja of Mysore.

Dated Bangalore, 21st November 1925.

Subject.

AGREEMENT RELATIVE TO THE PUMPING PLANT
AT TURBANHALLI.

SIR,

With reference to the correspondence ending with your letter No. Pol.105/P.P.117-24-41, dated the 31st July 1925, I am directed to state that the agreement has been duly executed by the Government of India on behalf of His Majesty's Secretary of State for India. One copy is forwarded for retention by the Mysore Government and the other is being retained by the Government of India.

* Retained in
the Branch -
71

I have the honour to be,
Sir,
Your most obedient servant,

K. A. G. Evans Gordon

Major.
SECRETARY TO THE RESIDENT.
ONE

26/11

(118)

G.R.S. 27]

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

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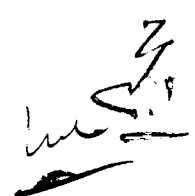
P.P. 117-20-43

The Officer in
Charge of—
The State Highway
Treasury
Bangalore

Has the honor
to forward for
safe custody the
accompanying
agreement relating
to the ^{electrification} of
pump
plant at Turbana
and request an
acknowledgment.

TSO

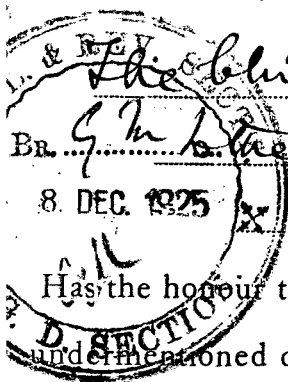
May
20th 1925. Secy.



23400 (119) In 2315-
3714 P.P. 117-20-44
STATE HUZUR TREASURY,

H. Try.

Bangalore, dated 5th. Decr 1925.



The Chief Secretary

Br. G. M. to the Govt. of Mysore,

8. DEC. 1925

Bangalore

Has the honour to acknowledge the receipt of
undermentioned documents received with his
er No. 5.3870 dated 18th. Decr 1925.

P.P. 117-20-43

Safe custody Register no: 436

[Signature]

Officer in charge,
State Huzur Treasury.

re Agreement relating to
the electrification of the
muhing plant at Turbana
alli in Bangalore Taluk

P.P. 117-20-45

To

(120)

G. R. S. G/33]

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

g 4839/30.12.25
Encl 1

The Chief Electric
Engineer

Sir,

With ref. to
the correspondence
ending with your
letter No. 5615-47 the
22nd February 1924 I
am directed to forward
herewith for information
a copy of the Agreement
relating to the Flooding
of the Pumping Plant
at Turbanahalli as
finally executed
and to state that
a few printed copies
of it will be
sent to you when
they are received.

I have

[Signature]

[Signature]

For Chief Secy

Encl 2

(121)⁷⁰

G. R. S. G/33].

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

The Chief- Electrician
Lungs

Sir,

G 5385/GC/12328.1.26.

7

In continuation
of this office letter
No. G. 4839 of the 30th
Decr. 1925. I am
directed to forward
herewith 12 spare
copies of the ~~agreement~~
agreement relating
to the Electrification
of the Pumping
Plant at Muramba
-hally -

Subd. for
approval:

G. 28/1 Some
may
be

I have

For Ch. Secy

G.
L.

(122)

DATED.....1925.

THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

AND

THE SECRETARY OF STATE FOR INDIA
IN COUNCIL.

AGREEMENT

as to supply of Electrical Energy at
Tarbanhalli.

(123)

An Agreement made this fourth day of November One thousand nine hundred and twenty-five BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter referred to as "the Supplier") of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter referred to as "the Consumer") of the other part. WHEREAS the Supplier has agreed to supply to the Consumer, and the Consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumers' Pumping Station and premises at Tarbanhalli for the period and upon the terms and conditions hereinafter provided. NOW IT IS HEREBY AGREED between the parties hereto as follows:—

1. The Supplier shall supply and the Consumer shall take all electrical energy that may be required by the Consumer for the regular working of the machinery and plant in and the lighting of the Consumer's Pumping Station and premises situate at Tarbanhalli, Bangalore Taluk, Bangalore District, from the date of the commencement of this supply and during the currency of this agreement, as hereinafter provided.

2. This agreement shall commence from the first day of September One thousand nine hundred and twenty-three and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The power supplied under this agreement shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Electrical Adviser.

4. The electric power at two thousand and two hundred volts, three phases, twenty-five cycles, shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied. The Consumer shall have the right to instal at his own cost and for his exclusive use a meter or meters in series with the Supplier's meter or meters and should there be a variation of three per cent between the Consumer's meter or meters and those of the Supplier, then the Consumer may demand a test, in the presence of his technical representatives if so desired, and if the Consumer's meter is found to be accurate to three per cent, it shall then be deemed to be correct. If the meter is found to vary more than three per cent then an amount equivalent to the variation will be added or subtracted from the accounts for the month in which the variation between the two sets of meters occurred.

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pumps and the due continuity of such supply with as little variation of motor speed as is reasonably practicable but the Supplier shall not be liable to the Consumer for any loss due to interruption.

in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest or of any accident or cause not ordinarily within the control of the Supplier PROVIDED ALWAYS that the Supplier will give notice, within thirty minutes of such stoppage of the probable duration of any interruption in supply due to any cause and will use every possible means to make the period of interruption as short as possible.

6. The Consumer will pay to the Supplier by monthly payments within three weeks after bill for same is rendered for the power supplied at the rate, as specified in the Schedule in para 14 per kilowatt hour (B. O. T. U.) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a fifty per cent Load Factor based on the actual rated load and provided that the minimum charges shall not apply in the event of a stoppage of work from causes beyond the control of the Consumer. For the purpose of calculating monthly load factors, holidays and supply stoppages will be deducted. Load factor to be calculated as below:—

$$\frac{\text{Kilowatt hours (B. O. T. U.)}}{\text{Monthly working days} \times 12 \times \text{rated H. P.} \times .746} = \text{Load Factor.}$$

The monthly minimum charge will be $\frac{1}{2}$ rated H. P. $\times$ 12 $\times$ number of working days in the month $\times$.746.

7. For the purpose of arriving at the rated H. P. in paragraph six *supra* the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the Supplier and the Consumer at any time found necessary for such a rating.

In consideration of such agreement to pay the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in paragraph six hereof and at the rates as given in paragraph fourteen hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply for one hour once a month after having given notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption, such interruptions may extend to and shall not exceed three hours once in three months.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance as may be required by the Consumer in connection with the Electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the Consumer entailing extra expense to the Supplier.

10. Should the Pumping Station entirely cease to work for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing served at the office of the Consumer to terminate this agreement and upon the service of such notice this agreement shall forthwith terminate accordingly; and within three months from the date of such service of

(125)

notice, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire or other causes beyond the control of the Consumer as to necessitate the complete stoppage of the operation or the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement at once on giving notice to the Supplier and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred this agreement shall not be terminated but the provision for the minimum contained in clause six hereof shall not apply during such time as the Pumping Station is *bona fide* under repair and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rates hereinbefore provided.

12. The Supplier in connection with this agreement will deal only with the Officer in charge of the Military Engineer Service at Bangalore, and any notice by the Supplier to the Consumer shall be deemed to have been duly given if in writing addressed to the before mentioned officer and left at or sent by registered post to his office at Bangalore. Any notice by the Consumer to the Supplier shall be deemed to have been duly given if in writing addressed to the Supplier and left at or sent by registered post to the Chief Electrical Engineer to the Government of Mysore.

13. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the Consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

14. SCHEDULE.

Rated Load in horse power of the motor	Rate per B. O. T. U.	Minimum monthly charge per rated H. P. maximum demand
Up to 20 H. P.	2'00 annas	No minimum
21 " 50 "	1'50 "	Do
51 " 100 "	'95 "	50% load factor
101 " 200 "	'80 "	Do
201 " 300 "	'70 "	Do
301 and above	'60 "	Do

15. In the event of any dispute or difference arising as to the construction, meaning or effect of this agreement or of any clause herein contained or as to the rights, duties or liabilities of either of the parties under or in connection with this agreement, then and in every such case the dispute or difference shall first be referred to a committee consisting of two persons, one appointed by the Supplier and the other appointed by the Consumer. The unanimous decision of such a committee shall be final and binding on the parties and persons claiming under

them respectively as if it is an award made by arbitrators. If either party shall refuse or neglect to nominate a member of the Committee within twenty days after the other shall have nominated a member and served a written notice upon the other requiring the appointment of a member, he shall be nominated by the Hon'ble the Resident in Mysore for the time being. In case of a unanimous decision not being reached by the Committee appointed as aforesaid, the matter in dispute or difference with the report of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of the Chief Court of Mysore for the time being whose decision on such questions and as to by whom the costs of the arbitration shall be borne shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

IN WITNESS whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State for India in Council have executed this agreement by their proper representatives thereunto duly authorised and the Common Seal of the Consumer has been hereunto affixed the day and year first above written.

SIGNED and sealed with the Seal of the Government of Mysore by
Sir Albion Rajkumar Banerji the Dewan of Mysore acting in the
premises for and on behalf of His Highness the Maharaja of Mysore
in the presence of

(Sd.) A. R. BANERJI.

1. (Sd.) B. RAMASWAMIYA,
*Offg. Chief Secretary to the Government of
H. H. the Maharaja of Mysore.*
2. (Sd.) M. VENKATESA IYENGAR,
Under-Secretary to the Government of Mysore.



SIGNED by

Secretary to the Government of India in the Foreign and Political
Department by the order and direction of the Governor-General in
Council acting in the premises for and on behalf of the Secretary of
State in the presence of

(Sd.) J. P. THOMPSON.

1. (Sd.) A. N. L. CATER,
*Deputy Secretary to the
Government of India in the
Foreign and Political Department.*
2. (Sd.) E. BERTRAM HIGGS,
*Assistant Secretary to the
Government of India in the
Foreign and Political Department.*



Statement - containing
the original draft agreement
~~and~~ sent to the President
and the revised draft
then furnished by the
Dept. put up side by side

sentatives thereunto duly authorised, and
have hereto affixed their respective
seals.

SIGNED, SEALED AND

DELIVERED

Secretary to the
Govt. of India in
the Foreign Depart-
ment.

by Secretary to the
Govt. of India, Fore-
ign Department, for and
on behalf of His Ex-
cellency the Governor-
General of India in
Council, acting in
the premises for and
on behalf of the Secre-
tary of State for
India in Council in
the presence of

SIGNED, SEALED AND

DELIVERED

by Dewan of Mysore,
acting in the pre-
mises for and on
behalf of His
Highness Sir Sri
Krishnaraja Wadiyar
Maharaja, G.C.S.I.,
in the presence of

Devan of Mysore.

the rights or liabilities of either of the parties under this Agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto; but in the event of such Committee not being unanimous, the said questions with the reports of the committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

In witness whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State have executed this Agreement by their respective repre-

once or within a period of twelve calendar months after the damage has occurred, this Agreement shall not be terminated, but the provision for minimum payment con-

tained in Clause 5 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rate hereinbefore provided.

Rated Load in Horse Power of the motor.		
Up to	5	20 H.P.
21	5	50 H.P.
51	5	100 H.P.
101	5	200 H.P.
201	5	300 H.P.
201	5	300 H.P.

9. In the event of any dispute or difference arising as to the construction, meaning, or effect of this Agreement or of any clause herein contained or as to

7. Should the Pumping Station entirely cease to work for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing served at the Office of the Collector of the C. & M. Station of Bangalore to terminate this Agreement and upon the service of such notice, this Agreement shall forthwith terminate accordingly; and within three months from the date of such service, the Supplier shall be entitled to remove from the consumer's premises all apparatus therein belonging to the Supplier.

8. In the event of the Pumping Station being so destroyed by fire as to necessitate complete closing and reconstruction, the Consumer shall be entitled to terminate this Agreement and thereupon all liability of the Consumer for payment thereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the consumer being able to continue working the same either at

$$\frac{\text{Total Watt Hours (B.T.U.)}}{\text{Number of Working days} \times 12 \times \text{Rated H.P.} \times .746} = \text{Load factor.}$$

The minimum monthly charge will be
 $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ Number of working
 days in the month $\times$.746.

6. The Supplier shall be at liberty to temporarily cut off the supply after having given previous notice of ~~their~~ ^{his} intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption.

the Supplier will give notice, as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every possible means to make the period of interruption as short as possible.

5. The Consumer will pay to the Supplier by monthly payments within two weeks after bill for same is tendered for the power supplied at the rate of 5 annas per kilo watt hour (B.T.U.) and delivered at a central point in the Pumping Station as registered by the Supplier's recording meter or meters installed for the purpose at the Supplier's Pumping Station at Coldevanmalli, which shall be taken as correct subject to a minimum monthly charge equivalent to a 50 per cent load factor based on the actual rated load and provided that the minimum monthly charges shall not apply in the event of a stoppage of the Pumping Station from causes beyond the ordinary control of the Consumer. For the purpose of calculating monthly load factors, supply stoppages will be deducted. Load factor to be

Station is complete and the Supplier notifies the Consumer that Power is available and shall continue for a period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The electric current shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery.

4. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pump and the due continuity of such supply with as little variation of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest, or of any accident or cause not ordinarily within the control of the Supplier, provided, always that

An agreement made the
between the Government of His Highness
the Maharaja of Mysore (hereinafter
referred to as "the Supplier") of the
one part and the Secretary of State for
India in Council (hereafter referred to
as "the Consumer") of the other part.
Whereas the Supplier has agreed to
supply to the Consumer and the Consumer
has agreed to take from the Supplier
electric power for the purpose of
driving the machinery of and lighting
the Consumer's Pumping Station and pre-
mises at Tarbanhalli for the period and
upon the terms and conditions herein-
after provided. Now it is hereby
agreed between the parties hereto as
follows:-

1. The Supplier shall supply and the
Consumer shall take all Electrical
energy that may be required by the
Consumer for the regular working of
the machinery and plant in, and the
lighting of the Consumer's Pumping
Station and premises situate at Tarban-
halli, ... Taluk
District, from the date of the commence-
ment of the supply and during the
currency of this agreement, as herein-
after provided.

2. This agreement shall commence
from the date on which the electric
installation in the Consumer's Pumping

An agreement made the
between the Government of His Highness
the Maharaja of Mysore (hereinafter re-
ferred to as "the Supplier") of the one
part and the Secretary of State for
India in Council (hereinafter referred
to as "the Consumer") of the other part.
Whereas the Supplier has agreed to
supply to the Consumer and the Consumer
has agreed to take from the Supplier
electrical power for the purpose of
driving the machinery of and lighting
the consumer's Pumping Station and pre-
mises at Tarbanhalli for the period and
upon the terms and conditions herein-
after provided. Now it is hereby agreed
between the parties hereto as follows:-

1. The Supplier shall supply and the
Consumer shall take all Electrical energy
that may be required by the Consumer for
the regular working of the machinery and
plant in and the lighting of the Con-
sumer's Pumping Station and premises
situate at Tarbanhalli, ...
Taluk, ... District, from
the date of the commencement of the
supply and during the currency of this
agreement, as hereinafter provided.

2. This agreement shall commence
from the date on which the electric
installation in the Consumer's Pumping
Station is complete and the Supplier
notifies the Consumer that Power is
available and shall continue for a

.2.

period of ten years therefrom subject to earlier termination under any of the provisions hereinafter contained.

3. The power supplied under this agreement shall not be utilised by the Consumers in any manner prejudicial to the supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Electrical Adviser. .

4. The electric power at 2200 volts, 3 phase, 25 cycles, shall be conducted to and delivered at the Pumping Station at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise, and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied,

5. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the pumps and the due continuity of such supply with as little variation of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting

off or damage to any wires or works of the Supplier during war, mutiny, riot, or by reason of earthquake, hurricane, or tempest, or of any accident or cause not ordinarily within the control of the Supplier, provided, always that the Supplier will give notice, as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every possible means to make the period of interruption as short as possible.

6. The Consumer shall pay to the Supplier in Bangalore by monthly payments within two weeks after bill for same is rendered for the power supplied at the rate, as specified in the schedule in para 13 per kilo watt hour (B.O.T.U) and delivered at a point to be decided on and as registered by the Supplier's recording meter or meters installed for the purpose at such a point which shall be taken as correct subject to a minimum monthly charge equivalent to a 50 per cent. load factor based on the actual rated load and provided that the minimum monthly charges shall not apply in the event of a stoppage of work from causes beyond the ~~ordinary~~ control of the Consumer. For the purpose of calculating monthly load factors, ^{holidays and} supply stoppages will be deducted. Load factor to be calculated as below ~~namely~~ :-

$$\frac{\text{Kilo Watt hours (B.O.T.U)}}{\text{working days} \times 12 \times \text{Rated H.P.} \times .746} = \text{Load factor.}$$

The minimum monthly charge will be $\frac{1}{2}$ rated H.P. $\times$ 12 $\times$ Number of working days in the month $\times$.746.

7. For the purpose of arriving at the rated H.P. in para supra the Supplier will have the motors rated when the supply is started and subsequently at the discretion of the supplier and the consumer at any time found necessary for such a rating.

In consideration of such agreement to pay, the Consumer shall be entitled to use the power both for driving the machinery of and for lighting the pumping station and buildings and the Supplier will supply such demand on the same terms of payment as are specified in clause 6 hereof and at the rates as given in para 13 hereof.

8. The Supplier shall be at liberty to temporarily cut off the supply after having given ~~previous~~ notice of his intention so to do for the purpose of adding to, altering or repairing any mains or apparatus and the Supplier shall not be responsible for any claims or damages in respect of such temporary interruption.

9. The Supplier will from time to time furnish to the Consumer (free of charge) such expert advice and assistance

(5)

as may be required by the Consumer in connection with the Electric installation to the Pumping Station, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the consumer entailing extra expense to the Supplier.

10. Should the Pumping Station entirely cease to work for a period exceeding three consecutive months, the Supplier shall (subject to the next succeeding clause) have power by notice in writing served at the Office of the Consumer to terminate this Agreement and upon the service of such notice, this agreement shall forthwith terminate accordingly; and within three months from the date of such service ^{of notice}, the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

11. In the event of the Pumping Station being so destroyed by fire or other causes beyond the control of the Consumer as to necessitate complete stoppage of the operations, or the reconstruction of the Pumping Station, the Consumer shall be entitled to terminate this agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Pumping Station being only partially destroyed and the Consumer being able to continue working the same either

at once or within a period of six calendar months after the damage has occurred, this agreement shall not be terminated, but the provision for ^{the} minimum payment contained in Clause 6 hereof shall not apply during such time as the Pumping Station is bona fide under repair and the Consumer during such time shall be charged only for energy supplied according to meter readings at the rates hereinbefore provided.

12. The authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters. Any attempts to prevent such entry shall render the Consumer liable to have the supply immediately cut off and reconnection shall not be made until the cost of disconnection has been paid by the Consumer.

13. SCHEDULE.

Rate per B.O.T.U.	Minimum monthly charge per rated H.P. maximum demand.
2.00 annas	No minimum.
1.500 " "	do.
.95 " "	50% Load-factor.
.80 " "	do.
.70 " "	do.
.60 " "	do.

14. In the event of any dispute or difference arising as to the construction, meaning, or effect of this agreement or of any clause herein contained or as to

the rights or liabilities of either of the parties under this agreement, the matter in dispute or difference shall be first submitted to a Committee consisting of three persons, one appointed by the Supplier, one appointed by the Consumer and the third to be mutually agreed upon by the said two appointees. The decision of such Committee on all questions referred to them shall, if unanimous, be final and binding on both parties hereto: but in the event of such Committee not being unanimous, the said questions with the reports of the Committee thereon, the evidence recorded before them and any further evidence that may be desired by either party hereto shall be referred to the Chief Judge of Mysore for the time being whose decision on such questions and as to by whom the costs of the Arbitration shall be borne, shall be final and conclusive as against both parties hereto and any payment to be made in accordance with the award of the Committee or of the Chief Judge, as the case may be, shall be made in Bangalore.

15. In witness whereof the Government of His Highness the Maharaja of Mysore and the Secretary of State for India have executed this agreement by their respective representatives thereunto duly

8.

(8)

authorised, and the common seal of the
Consumer has been hereunto affixed,
the day and year first above written.

WITNESS:-

1.

2.

Chief Electrical Engineer.

WITNESS:-

1.

2.

Signature of the Consumer: